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Mr. Justice Miller

SUPREME COURT OF THE UNITED STATES.

No. ~~209.~~ 216 116.

JOHN A. PARKER, APPELLANT,

v.

THE WINNIPISSIOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW HAMPSHIRE.

G. S. GIDEON, Printer, No. 511 Ninth Street, Washington, D. C.

SUPREME COURT OF THE UNITED STATES.

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At a Circuit Court of the United States, begun and holden at Portsmouth, within and for the District of New Hampshire, on the 8th day of May, A.D. 1860.

Present,

Hon. NATHAN CLIFFORD,
Hon. MATTHEW HARVEY,
Judges of said Court.

JOHN A. PARKER
v.
THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY.

On the eighteenth day of September, A.D. 1855, John A. Parker, a citizen of the United States, residing in the city, county, and State of New York, and a citizen of the State of New York, brings this his bill of complaint against the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, a body corporate existing under and by virtue of the laws of the State of New Hampshire, holding property and doing business in the towns of Laconia, formerly Meredith, and Guilford, in said State, and having an agent (James Bell, Esq.), residing in said Guilford, near Meredith bridge, as follows: And therefore your orator complains and says, that he is seized and possessed in his own right in fee simple of a certain piece or parcel of land, situated in the State of New Hampshire, in the town of Laconia, formerly Meredith, and in the village of Meredith bridge, on the Winnipiseogee river, where the said river separates the towns of Laconia, formerly Meredith, and Guilford, and the said land is bounded as follows, to wit: On the north, by a line commencing at a point in the southerly brick wall of the building formerly used by Daniel Tucker, Esq., as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall, and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a line drawn as follows, to wit, commencing at said point in said brick wall, and running southerly along the westerly side of said back shop, to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning to the south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company, and the water

privilege therewith, which is the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the chamber or second story of the building erected on the walls of said trip-hammer shop as lies easterly of the following described line, to wit, beginning at a point in the northerly wall of the building six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building fourteen feet eight and a half inches, then turning and running in a southwesterly direction on a right line towards the northeasterly corner of the chimney till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line, then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passageway or chamber above described, as it now is, reserving a passage over said land for the water from Francis W. Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark into the raceway under said building into the river, together with the water-right and mill privilege of one-twelfth part of the whole water-power of the Winnipiseogee river, on the Laconia, formerly Meredith, side, at the dam there erected in the said village of Meredith bridge.

And your orator further shows, that besides and addition to your orator's aforesaid present legal title to and interest in the above-mentioned premises and appurtenances, rights and privileges, your orator has had an equitable interest in and right to the same continuously, from the 18th day of August, in the year 1832, down to the present time, and had, moreover, and in addition thereto, the sole legal right, title, and interest of, in, and to the above-mentioned premises and appurtenances, rights and privileges, continuously from the 29th day of October, in the year 1834, to the 14th day of November, in the year 1839.

And your orator further represents, that in the year 1825, when the aforesaid present dam, at the village of Meredith bridge, was built, the then proprietors of the water-right and mill-privilege of the Winnipiseogee river, at said dam, on the Laconia, formerly Meredith, side, agreed among themselves, to refer to the arbitration of three men mutually chosen, the division of expenses in constructing the dam, which each proprietor should pay, and the division of water-power to which each proprietor should consequently be entitled. That the parties mutually chosen for such arbitration, as your orator has been informed and believes, were Asa D. Eayer, Ebenezer Danford, and Stephen C. Lyford, all then of Meredith, in the State of New Hampshire.

That the said arbitrators awarded to the Avery Factory five-twelfths, to Daniel Tucker, two-twelfths, to Samuel H. Bean, two-twelfths, and to John Chase, two-twelfths, and to Seth Cheney, one-

twelfth of the then Meredith, and now Laconia, side of the dam and water, the above-named being all of the then proprietors of the water-right and mill-privilege of the Winnipiseogee river, at said dam, on the then Meredith side; that the said award was accepted by each and all of the said then proprietors, and has ever since been understood and consented to as final.

That the water-power or division owned by your orator is one-half of that part awarded to Daniel Tucker, or one-twelfth of the whole water-power at the said dam on the Laconia, formerly Meredith side, and that your orator, and those under whom he derives his title, have been for more than twenty years in peaceable and undisputed possession of the same, as hereinbefore related, and through Isaac M. Parker, the brother of your orator, have, for that whole period, continued to use or rent the same, or such portion of it as was required to carry on the mill there erected, except so far as the said water-power has been wrongfully diverted or controlled by the defendants in this case, as will hereafter appear.

And your orator further represents, that the said river Winnipiseogee is a stream which has its source at the lake Winnipiseogee, in said State of New Hampshire, and is the main outlet of said lake, and flows for a distance of twenty miles, more or less, and empties into the Merrimack river, at or near the town of Franklin, in said State.

That the said outlet of the said lake Winnipiseogee (sometimes called Winnipisauke), is at a place called "The Weirs," in the towns of Laconia, formerly Meredith, and Guilford, six miles, or thereabouts, above the village of Meredith bridge, aforesaid, where the before-mentioned premises of your orator are situated. That said outlet from said lake at the Weirs aforesaid, was formerly by a natural channel, about fifty yards wide, more or less, and from five hundred to seven hundred feet in length.

That at the foot of the said channel was formerly a natural fall of about three feet; at this point the water fell into Long bay, a sheet of water about four and a half miles long, and from half a mile to one mile in width. The current of the river there passing through Long bay at its foot, the water is again discharged into Little bay, through a channel one thousand feet in length, more or less. On this channel is situated the Lake village, so called, partly in the towns of Laconia, formerly Meredith and Guilford; and on this channel also is or was, before the dam was built, a natural fall of several feet. From hence the channel of the river passing across the southerly end of Little bay for the distance of about one and a half miles, the water is again emptied into Sanbornton bay, through a channel of fifteen hundred to two thousand feet in length. Here again is a natural fall, and on the margin of the channel between Little bay and Sanbornton bay is situated the village of Meredith bridge, where also are the premises of your orator, the said Little bay forming the

privilege therewith, which is the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the chamber or second story of the building erected on the walls of said trip-hammer shop as lies easterly of the following described line, to wit, beginning at a point in the northerly wall of the building six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building fourteen feet eight and a half inches, then turning and running in a southwesterly direction on a right line towards the northeasterly corner of the chimney till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line, then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passageway or chamber above described, as it now is, reserving a passage over said land for the water from Francis W. Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark into the raceway under said building into the river, together with the water-right and mill privilege of one-twelfth part of the whole water-power of the Winnipiseogee river, on the Laconia, formerly Meredith, side, at the dam there erected in the said village of Meredith bridge.

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That the said outlet of the said lake Winnipiseogee (sometimes called Winnipisauke), is at a place called "The Weirs," in the towns of Laconia, formerly Meredith, and Guilford, six miles, or thereabouts, above the village of Meredith bridge, aforesaid, where the before-mentioned premises of your orator are situated. That said outlet from said lake at the Weirs aforesaid, was formerly by a natural channel, about fifty yards wide, more or less, and from five hundred to seven hundred feet in length.

That at the foot of the said channel was formerly a natural fall of about three feet; at this point the water fell into Long bay, a sheet of water about four and a half miles long, and from half a mile to one mile in width. The current of the river there passing through Long bay at its foot, the water is again discharged into Little bay, through a channel one thousand feet in length, more or less. On this channel is situated the Lake village, so called, partly in the towns of Laconia, formerly Meredith and Guilford; and on this channel also is or was, before the dam was built, a natural fall of several feet. From hence the channel of the river passing across the southerly end of Little bay for the distance of about one and a half miles, the water is again emptied into Sanbornton bay, through a channel of fifteen hundred to two thousand feet in length. Here again is a natural fall, and on the margin of the channel between Little bay and Sanbornton bay is situated the village of Meredith bridge, where also are the premises of your orator, the said Little bay forming the

head water to the dam of which your orator's premises are a part. From thence the current of the river, passing through Sanbornton bay for the distance of about five miles, more or less, is discharged out of said bay at or near a place called Union bridge, and thence the river pursues its course to the Merrimac, distant from Union bridge ten or twelve miles, more or less, in a right line. All these channels are considered as a part of the Winnipiseogee river, and through it the bays above mentioned receive their supply of water from the great Winnipiseogee lake, lying above them all.

And your orator further represents that the lake Winnipiseogee is a large sheet of water, covering an area of more than one hundred square miles. That the river Winnipiseogee, before the acts and doings of the said defendants as hereinafter set forth, was, from the magnitude and unfailing nature of its source, particularly distinguished for the equality of its supply of water during all seasons of the year; and that there was and always had been great equality in the supply of water at the mill privilege of your orator during all seasons of the year. That the said village of Meredith bridge is connected by railroad with the city of Boston, the commercial capital of New England, having communication by freight and passage trains twice daily at all times, and for that reason, and also on account of the excellence of the water power, and the equality of the supply of water at all seasons of the year at the said mill and mill privilege, before the acts and doings of the said defendants, the same was of great and increasing value.

And your orator further represents that the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, the defendants in this case, was incorporated by the Senate and House of Representatives of the State of New Hampshire, in General Court convened, on the 28th day of June, 1831, by an act entitled "An act to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company," a copy of which said act is hereto annexed, marked A., and to which your orator refers as a part of this bill of complaint. That the said Lake Company (for shortness so called) was chartered for the purpose of manufacturing machinery, and goods, wares, and merchandise, with the privilege of holding such real estate, patent rights, &c., as were convenient and necessary for carrying on the manufacturing business, and not for any other purpose, as their name and charter indicate. That on the 22d day of June, 1846, Abbot Lawrence, N. Appleton, Ignatius Sargent, and Charles S. Storrow, all of the State of Massachusetts, representing themselves as directors and stockholders of the said Lake Company, petitioned to the legislature of the State of New Hampshire for liberty to increase the capital of the said Lake Company "for manufacturing and other improvements;" a copy of which said petition is hereto annexed, marked B.

That on the 10th day of July, in the said year 1846, an act was

passed by the Senate and House of Representatives of the State of New Hampshire, entitled "An act in addition to an act to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, to increase their capital to one million of dollars, a copy of which said act is hereto annexed, marked C., and to which your orator refers as a part of this bill of complaint.

And your orator further represents that he has been informed and believes, and therefore charges, that all the rights and privileges, powers and franchises, claimed by the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company, are claimed by them under and by virtue of the said two acts of the legislature of the State of New Hampshire before mentioned, and that they have or possess no rights, privileges, powers, and franchises other than those they may have under and by virtue of said acts; and that they exist and exercise rights and privileges as a body corporate only and solely by virtue of those acts.

And your orator further represents, that in the year 1831 or thereabouts, the said Lake Company were or became possessed of a certain water right and mill privilege, situated on the Winnipiseogee river, above the premises of your orator, at a place then or previously called "Folsom's Mills," being the same that is now called Lake village, between Long bay and Little bay, as hereinbefore described.

That in the year 1835 or thereabouts, a dam was built across the channel of the Winnipiseogee river at the said Lake village, higher than any former dam, and of which the said Lake Company were proprietors in whole or in part. That the height and construction of said dam were such as enabled them to raise the water in Long bay several feet, and to draw it down again at pleasure to its natural level, but the said Lake Company did not then claim or exercise any right to regulate the flow of water out of said bay, or out of the lake above it by means of their dam aforesaid, any further than when full to draw down the water of Long bay to its natural level; and owing to the obstructions of the channel and fall at the Weirs before described, the drawing down of Long bay did not affect the level of the upper lake or the head of water in the Winnipiseogee lake, and which said lake therefore could not be drawn down below its natural level; and so long as they did not disturb the level of the Winnipiseogee lake or head of water above the Weirs, which is the entire source of supply to the Winnipiseogee river, your orator did not complain.

But your orator further represents, that since the year 1846, the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company, pretending to act under and by virtue of the rights and privileges, powers and franchises, granted and conferred upon them by said acts of the legislature of the State of New Hampshire, and since the passage of the latter of the said acts in the year 1846,

having by purchase or otherwise obtained possession of and now holding or claiming to hold possession of the site or sites, tracts or parcels of land commanding or forming the outlet of the lake Winnipiseogee at the Weirs aforesaid, through which said outlet the river Winnipiseogee has its only source above the premises of your orator, have there, at said site at the Weirs aforesaid, by their officers, servants, agents, factors, or workmen, made or caused to be made broad and deep excavations through the fall and in the bed of the said river Winnipiseogee, through the whole length of the channel between Long bay and the lake Winnipiseogee, and extending for some distance into the lake, by means of which the bed of said river at the said outlet of the lake, and extending above for some distance into the lake, and below through the whole length of the channel till it enters into Long bay, has been deepened to the extent of six or seven feet lower than it formerly was, so that the fall which naturally existed at the foot of the channel has been almost entirely removed, and the water from said lake has been brought into Long bay in very much larger quantities than it naturally would flow and formerly did flow before such excavations were made; and by means of which also the said lake Winnipiseogee may be drawn off to the depth of four or five feet lower than it formerly could have been drawn off.

And your orator has been informed, and believes and charges, that in despite of notice at various times given by your orator to James Bell, the agent of the said Lake Company, and to the said defendants, that your orator would by no means consent to the drawing off the said lake by the said Lake Company, or to the regulation or control of the waters of said lake or river. That since such notice was last given, or from and after about the 20th of October last past, the said Lake Company have further extended the excavations into the bed of the lake above the Weirs, and have extended and intend extending said excavations, so as to enable them to draw off the water from said lake, to six feet below its former low water level.

And your orator further represents, that the said defendants have, since the year 1846 aforesaid, and as your orator believes, in the year 1851 or 1852, erected across the river Winnipiseogee, at the Lake village aforesaid, a new stone dam, about 300 feet below the old dam, of equal or greater height than the said old dam built in 1835, which enabled them to raise the water in Long bay up to or above the level of the lake before it would flow over the dam, and have provided the said dam with large gates or waste ways, by which means they are enabled to discharge through said gates or waste ways, a much larger quantity of water than formerly and naturally flowed through the channel of the river, and by closing them, partially or wholly to retard and keep back the water, which otherwise would naturally flow from said lake into and along said river Winnipiseogee, and so to raise the water in said lake above its ordinary level, and afterwards to discharge and draw it off again at their pleasure, and

thus to regulate and control the supply and amount of water in said lake and river.

And your orator charges, that for several years past, or since the excavations were made at the Weirs, and the dam built at Lake village aforesaid, the said defendants have used and occupied their said dam or dams at Lake village, and still use, occupy, and maintain the same, and have kept and continued closed or partially closed the outlet or outlets, gates or waste ways of said dam, during the wet season, and during the spring freshets, and as often as there was a plentiul supply of water in the Merrimac river, from other sources than the Winnipiseogee, and by that means have at times raised the surface of the water in said Lake Winnipiseogee, as your orator has been informed and believes, one foot or more above its natural and ordinary high water level, and have retained the said water until the dry season, or until the supply of water in the Merrimac river from other sources was diminished, and then at their pleasure and to suit their convenience, and to suit the pleasure, convenience, and profit of manufacturing establishments situated on the Merrimac river above its junction with the Winnipiseogee, have drawn it off again through and over the river Winnipiseogee to the depth of one to two feet below the ordinary and former low water level of the said lake; that the drawing off the water of the said lake was for the purpose of supplying the deficiency of water in the Merrimac river, and for the benefit and advantage of the manufacturing establishments situated thereon, and not for any other purpose, and the said defendants have thus made and caused in the said lake every season, a fluctuation of four or five feet in the head of water or level of the said lake, which before the attempted regulation of the water by the said defendants, was not ordinarily more than two feet or thereabouts, from extreme high water to extreme low water.

And your orator states, that on the 6th day of October, of the year 1854, the water in the lake was 42¼ inches lower than on the 6th day of May then last past, being marked by a gauge fixed by the said defendants, for the purpose of measuring the height of said water.

And your orator has been informed and believes, and therefore charges, that on the 4th day of November, it was 50½ inches lower than on the said 6th day of May, and that the navigation of the lake was interrupted by reason of the water being drawn off so low that the steamboats on the lake could not reach their wharves as customary. And the said defendants have thus caused a proportionate inequality in the quantity of water flowing in the river Winnipiseogee, by the premises of your orator, greater than any inequality which naturally arise from the ordinary changes of the seasons, or from the ordinary fluctuations in the head of water in the said lake, before the attempted regulation of the same by the said defendants, to the

molestation, damage, and injury to your orator, in the use and improvement of his said mill privilege and water power aforesaid.

And your orator further represents, that his said water power is damaged to the same extent as the equality of supply of water at all seasons is disturbed. That the said lake Winnipiseogee contains an area of more than one hundred square miles; that two feet of depth of water over the whole surface, contains a quantity greater than two hundred millions of tons, or more than six thousand millions of cubic feet of water, and to discharge or draw off such a quantity of water, over and above what was formerly the natural flow of the river, requires an accelerated or increased discharge through the dam aforesaid, of more than one million tons, or more than twenty-eight millions of cubic feet of water daily, for a period of six months in the year, and when so drawn off to fill the lake up again to its natural and ordinary level, requires a diminished discharge *less than the natural and ordinary flow of the river*, of more than twenty-eight millions of cubic feet daily for six months, and in the same proportion for any greater or less depth, so drawn off from the surface of the lake.

And your orator charges, that for several years past, and in each year successively, the said Lake Company, by means of the excavation and dam aforesaid, have drawn off two feet of depth and more from the surface of said lake, more than could have flowed out of said lake before any excavations were made at the Weirs, and have discharged the same through their dam at Lake village aforesaid, thereby causing a flood in the river below, and consequent waste of water flowing by the premises of your orator, and after such discharge, have then held back the water to fill up the lake again, to the deprivation of your orator in the use of the said water, as of right he claims.

And your orator further represents, that the said Lake Company, by their regulation and control of the waters of the lake and river as aforesaid, have not and do not improve the water powers of the Winnipiseogee river, but have greatly damaged the same, and have used and still continue to use the said Winnipiseogee lake and river as a reservoir and channel to supply the Merrimac river in times of drought, and thereby to improve and do improve the water power of the Merrimac river, only contrary to the spirit of their said petition, and contrary to the true intent and meaning of the said act of the legislature of New Hampshire, passed July 10th, 1846, as aforesaid.

And your orator further represents that the petition aforesaid, of the directors of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, to the legislature of New Hampshire, does not ask of said legislature any power in any manner to draw off, discharge, hold back, regulate, or control the waters of the lake and river Winnipiseogee; that it was not the intention of the legislature to grant to the said defendants any such power; that the said petition asks, and the said act of the 10th of July grants to said defen-

dants an increase of capital for "manufacturing and other improvements" connected therewith, and necessary and convenient thereto, and not for any other purpose.

And your orator charges that, contrary to the spirit and meaning of the said petition, and contrary to the intentions of the said act of the 10th of July, the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company have abandoned all manufacturing business on their own account, and for several years past have not manufactured any goods, wares, or merchandise of any kind for sale, but have devoted their entire capital and resources to the acquisition, possession, and maintenance of the control and regulation of the Winnipiseogee lake and river, and other waters as aforesaid, and without right or authority, and contrary to the expressed wishes of your orator, and with the intent and design to deprive your orator of his just rights, have seized upon and taken possession of the waters of the said Winnipiseogee lake and river, to regulate and control them as aforesaid, and to use the said lake as a reservoir, out of which to supply the Merrimac river with water in time of drouth, and to use the said Winnipiseogee river as a channel through which to regulate and control such supply, whenever and as often as the supply of water in the Merrimac from other sources may fail, or become insufficient for a motive power for the use of the manufacturing establishments situated thereon, and for the benefit, profit, and advantage of such manufacturing establishments, their owners or occupants, or parties interested therein, or some of them, and to the hurt and damage of your orator in the use, value, and capacity for improvement of his said water power at Meredith bridge aforesaid.

And your orator further charges, that a certain tract of land on the Laconia, formerly Meredith side of the Winnipiseogee river, and lying on the margin of the river, between Little bay and Sanbornton bay, was formerly owned by Stephen Perley; that your orator's premises are a part of said land; that said Perley built a dam and mills thereon, and afterwards sold out the mills and water-rights, conveying all the water power of the aforesaid dam at the village of Meredith bridge, having Little bay as its head of water; that said Perley then wrongfully cut a canal through his own land, tapping Little bay above the dam aforesaid, and discharging into the river again below the dam, at the entrance into Sanbornton bay; that said canal was sixteen feet wide forty or fifty rods from its mouth or inlet at Little bay, and by it water is drawn off from Little bay above the premises of your orator and discharged into the river at the entrance into Sanbornton bay, below said premises; that previous to the year 1846 there was a dam at the mouth or inlet of said canal at Little bay, which prevented the water from flowing into said canal until it should reach a certain height at the dam of which your orator's premises are a part; that since the year 1846 the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company, having purchased the

said canal of the said Perley, have dug out and deepened its channel from one to one and a half feet, and have removed the aforesaid dam at the mouth of the canal, or a large portion of it, by means of which removal and digging out, a much larger quantity of water now flows through said canal than formerly did flow or could flow, all of which otherwise would and of right ought to flow by the premises of your orator.

And your orator charges, that the opening of said dam by the said Perley was a trespass on the rights of parties to whom he had sold the dam, mills, and mill privileges on the Winnipiseogee river, with Little bay as the head of water to said dam; that the said Perley, at the time when he sold the said canal to the said defendants, had no right to draw off water from Little bay through his said canal.

And your orator charges, that the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company have, since their purchase of the said canal, wrongfully used the said canal, and greatly increased the quantity of water flowing through it and out of said Little bay as aforesaid, and threaten to increase it still further by enlarging the dimensions of the said canal to more than double the present size.

And your orator charges, that in or about the year 1845, sooner or later, the scheme was formed by persons in the State of Massachusetts, interested in the manufacturing business, to build the city of Lawrence, and to make it a manufacturing city; that this scheme was one of private speculation; that the Essex Company, a corporation erected and existing under and by virtue of the laws of the State of Massachusetts, and at present having an office and agent and doing business in the city of Lawrence and State of Massachusetts, was or became a party engaged in the speculation, and was a large purchaser or owner of lands in the contemplated city of Lawrence; that the parties interested in said speculation were fully aware that the Merrimac river, on the banks of which the said city of Lawrence is built, was subject to drouth, during several weeks, almost every season, and a consequent deficiency of motive power for propelling machinery by water during such seasons of drouth; that the city of Lowell, also a manufacturing city, and situated on the Merrimac river, had already suffered great inconvenience and loss by the stoppage of their works, occasioned by said drouth and deficiency of motive power; and therefore to remedy such inconvenience and loss, to enhance the value of property, and to increase and improve the manufacturing interests in the said city of Lowell, and in the contemplated city of Lawrence, a further scheme was formed, by parties interested in each of the said cities of Lowell and Lawrence, to get possession of the outlets of Winnipiseogee lake and other waters in New Hampshire, and to hold and use the said lakes and waters as reservoirs, to supply the Merrimac in time of drouth as aforesaid.

That the said petitioners to the legislature of New Hampshire, viz., Abbot Lawrence, N. Appleton, Ignatius Sargent, and Charles

S. Storrow, were directly or indirectly largely interested in the said speculation, and in the purchase of lands and water powers now forming the site of the said city of Lawrence, and, as your orator believes, also in the manufactories then already built and in operation in the city of Lowell.

That, in pursuance of such scheme to obtain possession of the outlets of the Winnipiseogee lake and other waters in New Hampshire, and of an understanding and agreement entered into by and between the parties concerned for carrying it out, the stock and property of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company was purchased or procured, and the said petitioners were made directors in the said corporation.

That to enable them to carry out and execute their plan as aforesaid, the said petitioners and other parties interested procured the passage of the act of the 10th of July, 1846, granting to the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company an increase of capital, with the privilege also of the stock of the said company being held by other corporations. That the representations made to the members of the legislature by the said petitioners themselves in their said petition and otherwise, and by their agents and employees, were to the effect that it was the intention of the said petitioners and their associates to invest large sums of money for the purpose of manufacturing on the said Winnipiseogee river and other waters in New Hampshire, and greatly to improve the water powers of the Winnipiseogee river for the purpose of manufacturing thereon. And your orator charges that the representations so made by the said petitioners and their said agents and employees were *deceptive and false*, that it was not the intention of the said petitioners or of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company acting through them to improve the water powers of the Winnipiseogee river according to the representations made by the said petitioners and their said agents and employees, or according to the true intent and spirit of the said act of the 10th of July, 1846, but to get possession of the outlet of the said lake Winnipiseogee, and in pursuance of the plan hereinbefore named, and of the agreement or understanding made or had among themselves to use, regulate, and control the waters of said lake and river wholly and solely for the purpose of supplying the Merrimac river in time of drouth, for the benefit of the private speculations of said petitioners and others, and for the benefit, profit, and advantage of the manufacturing establishments or towns situated on the said Merrimac river below its junction with the Winnipiseogee, and chiefly for the benefit, profit, and advantage of the cities of Lowell and Lawrence aforesaid, or the manufacturing establishments, and to be erected therein.

And your orator further charges, that the "Essex Company," having an office and agent at Lawrence aforesaid, and "The proprietors of locks and canals on the Merrimac river" having an office

and an agent at Lowell, both of them corporations existing under and by virtue of the laws of the State of Massachusetts, are at this time, and as your orator has been informed and believes, have been the sole and only owners of the capital stock of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

That the said stock was acquired by them by consent and agreement with the said petitioners, directors in the Winnipiseogee Lake Cotton and Woollen Manufacturing Company and others, and is owned or held by them with an intention, agreement, understanding, or condition, that they use the corporate name and powers of the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company, to keep and maintain the possession, control, and regulation of the waters of the lake and river Winnipiseogee, to supply the Merrimac as aforesaid, for the common benefit of themselves and others interested in the waters of the said Merrimac river.

That the said Lake Company and its agents are wholly under the control and direction of the said corporations. That the regulation of the waters of the lake and river aforesaid is conducted by the said Lake Company, in obedience to information or instruction received by the said Lake Company, or its agents, from one or both of said corporations, or from some person or persons appointed by one or both of them. That the instructions so given and received are regulated by the condition and stage of the water in the Merrimac river at Lowell, and that whenever and as often as requested thereto by such person or persons as are appointed for that purpose, the said Lake Company, by its agent at Laconia, formerly Meredith and Guilford, causes the water to be held back or drawn off and discharged as requested, and as hereinbefore stated.

And your orator further represents, that the said defendants, or any one for them, have not made any contract, bargain, or grant, to or with your orator, or any one for him, with reference to his said land, mill, mill privilege, or water-power aforesaid, nor has your orator, or any one for him or on his behalf, made any contract or grant to the said defendants, or either of them, or any one for them, of the said land, mill, mill privilege, or water-power, nor have the said defendants, or either of them, or any one for them, by consent, purchase, grant, or otherwise, acquired from your orator, or from any one for him, or on his behalf, any right in any manner to use, improve, control, regulate, or divert the waters of the lake and river as aforesaid, which would naturally flow by your orator's premises.

And your orator further complaining says, that he had well hoped that the said defendants would have desisted and refrained from their aggression aforesaid, and from holding back, drawing off, and discharging the waters of the lake, by means of the excavations, dam, and canal as aforesaid, and from in any manner interfering or meddling with the natural flow of the Winnipiseogee river. But notwithstanding that your orator has repeatedly notified the said defendants,

through their said agents at said Laconia, formerly Meredith and Guilford, that your orator would by no means agree or consent to their acts and doings in the premises, and that if the said defendants persisted in their said acts and doings your orator would apply to this court for protection in the possession of his property and rights, notwithstanding that the said defendants, by their agents aforesaid, have virtually and repeatedly acknowledged that their acts and doings in the premises are illegal, aggressive, and a trespass on the property and rights of your orator, they still persist, in spite of the remonstrance of your orator, in maintaining and exercising a forcible possession, control, and regulation of the waters of the said lake and river as aforesaid. That said defendants have purchased other sites, mills, and mill privileges on the said Winnipiseogee river not before owned by them, and let them lie waste, or have resold or leased them at small rates, reserving to themselves the privilege of regulating the water connected therewith, have compromised suits and paid heavy damages for the privilege of so regulating the water of the Winnipiseogee lake and river; a copy of one of which said compromises, taken from the records of the county of Belknap, in the State of New Hampshire, is annexed, marked D., being for a part of the water-power at the same dam where your orator's premises are situated; but to which said suit or compromise your orator was not a party, nor any one for him, nor any one through whom your orator derives title. And your orator further represents, that if the control or regulation of the waters as aforesaid, shall be continued or extended as the said defendants threaten, it will almost entirely destroy the value, present and prospective, of the water-powers of the whole line of the Winnipiseogee river, to the great damage of your orator in the use and value of his said mill, mill privilege, and water-power, and also in the value, present and prospective, of other lands and property owned by your orator, and situate at the village of Meredith bridge aforesaid.

To the end, therefore, that the said defendants, their officers, agents, factors, or servants, may, if they can, show why your orator should not have the relief hereby prayed, and also to the end that your orator may be put and protected in the possession of all his legal and just rights, and in the full, peaceable, and undisturbed enjoyment of the use, occupation, and improvement of his said premises, and of all the natural advantages and prospective values which could or might be realized therefrom but for the acts and doings of the said defendants, and that the said defendants may be compelled, by a decree of this honorable court, to desist and refrain forever from raising the surface or level of the said lake Winnipiseogee above its natural and ordinary level, and from in any manner obstructing, retarding, or holding back the natural flow of the water from out of the said lake along the river, and on the bed and through the channel of the said river Winnipiseogee, by your orator's said premises, and

from drawing off or discharging the waters of the said lake below its natural and ordinary level, as it was or as it would have remained had no excavations been made at the weirs or elsewhere, and from drawing off or discharging water out of Little bay through and by means of said canal, and from in any manner meddling or interfering with the natural flow of the waters of the Winnipiseogee river, to regulate, increase, diminish, divert, or change the same from its natural volume as it formerly did flow and would now flow but for the acts and doings of the said defendants by means of the excavations at the Weirs, the canal aforesaid, and of the dam at Lake village, its gates, gateways, flash boards, or other means intended or provided to regulate the discharge of water at said dam. *To the end also*, that your orator may be secure against future aggression in the premises from the said defendants, or others by them authorized or instructed, incited or permitted, and that the said defendants may be compelled, by a decree of this honorable court, to reduce the size of the gates, gateways, or other means in use for discharging water through or by their said dam at Lake village, or out of Long bay, to the capacity of the natural flow of the river before any excavations were made at the Weirs.

And also, that the said defendants may be compelled to build a solid stone dam across said excavations at the outlet of the said lake at the Weirs, to the height of the former bed of the channel on the margin of the lake at said outlet, such as to render it impossible thereafter to draw off the water of said lake below the former and natural level of the same before said excavations were made. And also, that the said defendants may be forever restrained from using in any manner the aforesaid canal, opened from Little bay by said Perley, or, if permitted to use the same, that the said defendants may be restrained from enlarging their said canal, and be compelled to fill up the mouth or inlet of the same at Little bay, to the height and condition as it was at the time when it was purchased by the said defendants, and as it had existed for a long time before; and to restore the dam at the mouth or inlet of said canal so that no more water shall flow out of Little bay through said canal than did flow at the time and before the purchase of said canal by said defendants. And also, that the said defendants may be restrained from adding to the height of their said dam at Lake village, and if necessary for the preservation of the equal flow of the said river Winnipiseogee, they may be compelled to reduce the height of their said dam so that when the gates, gateways, or other means of discharging water are reduced in size, and are shut or closed, the water will flow over the top of said dam without raising the surface of the lake above the Weirs, and that the same, and each and all the foregoing shall thereafter forever remain and be kept by the said defendants, and at their cost and charge, in such condition as shall preserve and maintain the natural flow of the water out of the said lake Winnipiseogee, and by

the premises of your orator, as it formerly did flow before the said excavations were made, and before the said dam was built, and before the said canal was opened, or was purchased, or dug out, or caused to be dug out by the said defendants, or any of them.

And that your orator may have such further and other relief in the premises as the nature of his case shall require and to this honorable court shall seem meet, may it please your honors, on the filing of this bill of complaint, to grant to your orator the most gracious writ of injunction of the United States of America, issuing out of and under the seal of this honorable court, to be directed to Winnipiseogee Lake Cotton and Woollen Manufacturing Company, in the State of New Hampshire, defendants in this case, restraining the said defendants, their officers, factors, agents, servants and workmen, from and after the issuing of such writ of injunction, from using or causing or permitting to be used the said excavations at the Weirs, their said canal, or their said dam at Lake village, its gates, gateways, flash boards, or other means intended or provided for such purpose to raise the surface of the said lake Winnipiseogee above its natural and ordinary level, or to discharge or draw off the water of the said lake below that which would have been its natural and ordinary level before the excavations were made, or dam built, to change or divert the course of the river, or any portion thereof, or of its waters, from their natural channel, as they formerly flowed before the said canal was opened or was dug out, or the dam removed from its mouth, to increase or diminish the discharge of water at said dam at Lake village, above or below what would have been the natural flow out of the lake above the Weirs, before said excavations were made to regulate or control the waters of the lake and river Winnipiseogee for the purpose of supplying the Merrimac river, or for any other purpose, or in any manner to alter, change, accelerate, retard, obstruct, divert, or disturb the height of water in the Winnipiseogee lake, or the quantity of water flowing out of the lake and along the river Winnipiseogee by the premises of your orator, from the natural height and natural flow as it existed, and as it did flow before any of the dams hereinbefore complained of were built, enlarged, or any of the excavations hereinbefore complained of were made, and before the aforesaid canal was purchased by the defendants, or any of them; and that the said defendants be so enjoined and restrained until the further order and final decree of this honorable court in all the matters herein prayed for. And also, the most gracious writ of subpœna of the United States of America, directed to the defendants in this case, or to such of them as to your honors may seem meet, commanding them on a certain day to be and appear before your honors, to answer to all and singular the premises and things hereinbefore represented, charged, or set forth, and to stand to, perform, and abide by such order and decree therein as to your honors shall seem meet. And your orator will ever pray.

JOHN A. PARKER.

Sworn to, this 10th day of September, 1855, before me.

JOSEPH BRIDGHAM,
U. S. Commissioner.

GEO. F. BETTS,
Of Counsel for Complainant.

DANIEL M. CHRISTIE,
Solicitor for Complainant.

United States of America, Southern District of New York, *ss.*

I, John W. Nelson, clerk of the Circuit Court of the United States of America for the Southern District of New York, Second Circuit, do hereby certify, that I am well acquainted with the handwriting of Joseph Bridgham, whose name is subscribed to the annexed jurat, and that the signature to the same is in his proper handwriting. And I do further certify, that he was, at the time of signing the same, a United States commissioner, duly appointed, &c., by the Circuit Court of the United States of America for the Southern District of New York, Second Circuit.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said Circuit Court, this eleventh [L. S.] day of September, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of these United States the eightieth.

J. W. NELSON,
Clerk.

A.

State of New Hampshire.

In the year of our Lord one thousand eight hundred and thirty-one.

An Act to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

Whereas William Batchelder, John Chase, Nathan Batchelder, and their associates, being owners of the Farm mill and mill privileges commonly called Folsom's mills, in Meredith, upon which the proprietors have erected and are about to put in operation two factories for the manufacture of cotton and woollen cloths, and for the manufacture of machinery at their said mills, for the greater convevience in carrying on said business, have petitioned the legislature, praying that said owners and proprietors may be incorporated and made a body politic and corporate, which prayer appearing reasonable, therefore,

Sec. 1. Be it enacted, by the Senate and House of Representatives in General Court convened, that William Batchelder, John

Chase, and Nathan Batchelder, their associates, successors, and assigns, shall be and hereby are constituted and made a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company; and by that name may sue and be sued, prosecute, and defend to final judgment and execution, and may have and use a common seal; and the same may alter and renew at pleasure, and also may make, ordain, and put in execution such by-laws and regulations, not repugnant to the Constitution and laws of this State, as shall be necessary, proper, and convenient for the government of said corporation and the due management of its concerns; and shall be and hereby are vested with all the powers and privileges which by law are incident to corporations of a similar nature.

Sec. 2. And be it further enacted, that the said corporation be and the same is hereby empowered to establish, manage, and carry on the manufacture of all kinds of machinery adapted to the use of cotton, woollen, and linen yarn, thread, or cloth factories; and the same to sell and dispose of at pleasure; and to purchase and hold all such models, patents, plans, and patent rights, as they shall judge fit and proper; and to purchase and hold all such real and personal estate as they may find necessary or convenient for the proper enjoyment of the privileges hereby granted, and on such real estate to erect such houses, stores, workshops, dams, mills, steam engines, cotton and woollen factories, and other buildings as they may deem fit and proper for the transaction and management of the business of said corporation, and for the manufacturing of all kinds of cotton and woollen yarn, thread, and cloth, provided that the whole amount of real and personal estate at any time vested in the business of said corporation shall not exceed the sum of one hundred thousand dollars.

Sec. 3. And be it further enacted, that the said William Batchelder, John Chase, and Nathan Batchelder, or any two of them, may call the first meeting of said corporation, by giving three days' previous notice to each of the persons associated with them in said corporation, at which meeting a clerk shall be chosen, who shall be sworn faithfully to discharge the duties of his office, and it shall be his duty to record the doings and proceedings of said corporation, and to perform such other duties as the by-laws of said corporation may require; and at the same or any subsequent meeting duly holden, the members of said corporation may prescribe and agree on the manner of calling, holding, and managing future meetings, may divide their capital or joint stock into such number of shares as they may deem proper; provided, that said present owners of said mills and mill privileges, and all the appurtenances to the same belonging and each of them, shall hold shares equal to the proportions they now own in said mills and mill privileges; and shall have a right to take such number of shares, over and above the amount by them paid in, in due proportion with the other present owners, if they

may be disposed so to do; may prescribe the mode or manner in which the shares in their capital stock may be holden, and how the same shall be transferred; may make or provide for the making of assessments on the shares, from time to time, as occasion may require, and fix the time for payment of the same; may appoint and constitute such officers, servants, and agents of said corporation as they shall think necessary, and prescribe their respective duties; and may do and transact any matters or things relating to the property, business, or concerns of said corporation.

Sec. 4. And be it further enacted, that at all meetings of the members of said corporation duly notified and holden, each member shall be entitled to cast one vote for each share that he may be the owner and holder of in said corporation on all questions which may come before such meetings, and absent members may be represented and vote at all such meetings by an agent or agents for that purpose, duly appointed by writing, signed by the member or members to be represented, which writing shall be filed with the clerk of said corporation, and at all such meetings all questions shall be decided by a majority of the votes cast. Provided, however, that in the assessment of taxes on the shares in said corporation, two-thirds of the votes cast shall be required to make such assessment binding on the members of said corporation.

Sec. 5. And be it further enacted, that the shares in the capital or joint stock of the said corporation shall be liable and holden for the payment of all assessments legally made thereon; and in case of the neglect of any member to pay the assessment on his share or shares, the same or so many of them as shall be sufficient to pay the amount of the assessment or assessments may be sold or transferred for the payment of the same, in such way or manner as shall be prescribed by the by-laws or regulations of said corporation.

Provided, nevertheless, that nothing in this act shall in any wise affect or impair any right or privilege heretofore granted by the legislature of this State to any individual or corporation.

FRANKLIN PIERCE,
Speaker of the House of Representatives.
SAMUEL CARTLAND,
President of the Senate.

Approved June 28th, 1831.

SAMUEL DINSMOOR,
Governor.

STATE OF NEW HAMPSHIRE,
SECRETARY OF STATE'S OFFICE.

I hereby certify, that the foregoing is a true copy of the original now in this office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State, this 17th day of October, 1853.
[SEAL.]
JOHN L. HADLEY,
Secretary of State.

B.

Petition.

To the Honorable the Senate and House of Representatives of the State of New Hampshire, in General Court convened:

The subscribers, directors and stockholders in the Winnipiseogee Lake Cotton and Woollen Manufacturing Co., a corporation established by the legislature of the State of New Hampshire, in the year eighteen hundred and thirty-one, in pursuance of a vote of the directors of said corporation, respectfully represent, that owing to the rapid increase of the manufacturing and other business of the country, the capital authorized to be vested and used in said corporation is inadequate to meet the strong and just claims of the country where it is situated, and other portions of the country connected therewith, for manufacturing and other improvements. They, therefore, pray your honors to grant an additional capital, and such other powers corresponding thereto, as will enable them to meet the wants and demands of the present time, on the original principles and liabilities of said act. And as in duty bound, will ever pray.

ABBOT LAWRENCE,
N. APPLETON,
IGNATIUS SARGENT,
CHAS. S. STORROW.

June 22d, 1846.

STATE OF NEW HAMPSHIRE,
SECRETARY OF STATE'S OFFICE.

I hereby certify, that the foregoing is a true copy of the original now on file in this office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State, this 25th day of October, 1854.
[SEAL.]
JOHN L. HADLEY,
Secretary of State.

C.

State of New Hampshire.

In the year of our Lord one thousand eight hundred and forty-six.

An act in addition to an act to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

Section 1. Be it enacted by the Senate and House of Representa-

tives, in General Court convened, that the said corporation is authorized to increase its capital stock to the amount of one million of dollars, to be held, used, and enjoyed under the same liabilities, and with the same powers and privileges as are provided in the act to which this is an addition, to be assessed and paid at such times and in such sums as the directors of said corporation may from time to time order.

Section 2. That said corporation shall have power to acquire and hold in this State such real and personal estate, not exceeding in the whole the said sum of one million of dollars, as may be necessary to improve the water powers of the Winnipiseogee, Pemigewassett, and Merrimac rivers, and for that purpose to make such contracts and grants, to and with the proprietors and owners of lands, mills, and mill privileges, on the said rivers, and their tributary streams and waters, as may be necessary to accomplish those objects.

Section 3. That all individuals and corporations owning mills or mill privileges upon either of the said rivers or their tributary waters, may subscribe for and hold stock in said corporation; and any such corporation so holding stock, may appoint an agent to represent the same at all corporate meetings held according to the laws of this State.

Section 4. That any legislature may hereafter, upon due notice, and for cause assigned, alter or amend this act, and may repeal the same for a violation of the provisions thereof.

JOHN P. HALE,
Speaker of the House of Representatives.
JAMES W. PARKER,
President of the Senate.

Approved July 10, 1846.

ANTHONY COLBY,
Governor.

STATE OF NEW HAMPSHIRE,
SECRETARY OF STATE'S OFFICE.

I hereby certify, that the foregoing is a true copy of the original now in this office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State, this 17th day of October, 1853.

[SEAL.]

JOHN L. HADLEY,
Secretary of State.

D.

Compromise between the Belknap Manufacturing Company, the Gilford Manufacturing and Mechanic Company, Francis W. Boynton, and the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

BELKNAP, September 25th, 1852.

This indenture, of two parts, made and concluded this twenty-fifth day of September, A.D. 1852, by and between the Belknap Manu-

facturing Company, the Gilford Manufacturing and Mechanic Company, and Francis W. Boynton, of Meredith, in the county of Belknap and State of New Hampshire, of the first part, and the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, on the second part, witnesseth, that whereas, the said parties are seized and possessed of certain mills, water privileges, reservoirs, real estate, rights, and privileges upon and near the Winnipiseogee river, and the bays, lakes, and ponds connected therewith; and the said parties, for the more advantageous and convenient use and enjoyment of said property, and to settle and determine all questions between them in relation to the same, have agreed, each with the other, to grant and convey, each to the other, certain rights and privileges, and to enter into certain covenants, each with the other, with respect to the said rights and property, and the use and enjoyment thereof; now, therefore,—

Article 1. The said parties of the first part, in consideration of eleven thousand five hundred dollars, paid by said party of the second part, to said Belknap Manufacturing Company, and of the same sum paid by said party of the second part to said Gilford Manufacturing and Mechanic Company, and of the grants, covenants, and agreements herein contained, on the part of said party of the second part, with and for the benefit of said companies, and of said Boynton, do give, grant, and convey to said Winnipiseogee Lake Cotton and Woollen Manufacturing Company, their successors and assigns, the right and privilege of discharging water from any dam or dams, gate or gates, or waste-ways, which said Winnipiseogee Lake Cotton and Woollen Manufacturing Company have, or may hereafter have above the dam owned by said parties of the first part, called the Avery dam, whenever and as often as the said party of the second part shall have occasion, or shall deem it necessary or convenient so to do; and thereby to cause the said water to flow, and be discharged over and through the said Avery dam.

Article 2. And the said parties of the first part covenant, grant and agree to and with said party of the second part, their successors and assigns, that they will so manage and make use of the waste-way of said Avery dam, and the wings of said dam, which shall be lowered and reduced to the height hereinafter stipulated, as to discharge the water flowing to said dam, and to prevent said party of the second part from incurring any liability to other parties or persons in consequence of raising the water by its being discharged from above as aforesaid, so far as said parties of the first part can keep the water down for the purpose aforesaid, by opening said waste-way to its full extent, and permitting the water to flow over said wings, reduced in height, as is hereinafter provided, and by the ordinary use of the water for the mills at said dam; or by such other means or arrangements at said dam, as shall have an equal effect in keeping down the height of the water.

Article 3. And said parties of the first part do hereby covenant, grant and agree, to and with said party of the second part, their successors and assigns, that whenever said parties of the first part, upon reasonable notice and request to them or their agents, shall refuse or neglect to comply with the covenant and agreement last aforesaid, and shall omit to make said provision for the discharge of water over and through said Avery dam, then the said party of the second part, their successors and assigns, shall have the right to enter upon the said Avery dam, and to remove all obstructions to the flowing of the water through said waste-way and over said wings so reduced in height: provided, however, that said party of the second part, in all cases where the same shall be necessary in order to keep the water at the Pearson dam, so called, at Union bridge, down to the point hereinafter stipulated, shall not, less than twenty-four hours before they shall discharge water from above said Avery dam, open their waste-way at said Pearson dam, which shall be enlarged as hereinafter agreed, for the purpose of keeping said water down to said point.

Article 4. And the said parties of the first part covenant, grant and agree, to and with said party of the second part, their successors and assigns, that the said party of the second part shall have the right and privilege as against said parties of the first part, their heirs, successors and assigns, of keeping the water at said Pearson dam, at Union bridge, to the level of a point of the top of an iron pin, to be inserted into a rock, called the "Table Rock," a short distance above said dam, on the Sanbornton side of the mill-pond, the top of said iron pin to be fifteen inches higher than the permanent part of the rolling-way of said dam, but not higher unless the said party of the second part shall be unable to keep the water down to that point by removing the flash board from said dam, and by opening the waste-way to its full extent, which shall be enlarged by said party of the second part to the width of sixty feet, or by such other arrangements and provisions as will have an equal effect in keeping down the water.

Article 5. And said parties of the first part covenant, grant and agree, with said party of the second part, their successors and assigns, that said party of the second part shall have the right and privilege as against said parties of the first part, their heirs, successors and assigns, of maintaining a dam at Lake village, of the height of the present dam, and of keeping up the water of the Long bay and of the Winnipiseogee lake thereby, to the height to which the same may be held by said dam: provided, however, that said parties of the first part do not waive, but reserve the right to claim damage from said party of the second part, for any loss or injury arising from the failing or breaking away of any dam of any reservoir of said party of the second part.

Article 6. And said party of the second part covenants and

agrees with said parties of the first part, their heirs, successors and assigns, that they will enlarge the said waste-way of said Pearson dam, so that the same, instead of its present width, shall be sixty feet in width, or shall make such other provisions and arrangements, at said dam, as shall have an equal effect in keeping down the water, and that they will keep said water down to the point hereinbefore mentioned, whenever they can do the same by the use of said waste-way so enlarged and by removing the flash-boards from said dam.

Article 7. And the said party of the second part, in consideration of the covenants, grants and agreements herein contained, on the part of the said parties of the first part, do covenant, grant and agree, to and with said parties of the first part, their heirs, successors and assigns, that they shall have the right and privilege, as against said party of the second part, their successors and assigns, of keeping up the water above said Avery dam, except in the cases hereinbefore mentioned in the second article of this indenture, to the level of a point eight inches higher than the top of the iron pin inserted into a rock a short distanced above said dam, on the Gilford side of the mill-pond, and which is the nearest to the said dam of the three water-marks made by the Hon. Levi Woodbury, Charles Allen, and Thomas M. Edwards, arbitrators, and which is referred to in their award, dated October 28th, 1844, but not higher, unless said parties of the first part shall be unable to keep the water down to that point by opening the waste-way at said Avery dam to its full extent, and by permitting the water to flow without obstruction over the wings of said dam, on both sides of the river, from the head of said dam to the bridge across the river below the same, the said wings being lowered and reduced in height until they shall be on a level with the top of the said iron pin, and by the ordinary use of water by the mills upon said dam, or by such other means or arrangements at said dam, as shall have an equal effect in keeping down the water at said waste-way and wings so reduced in height.

Article 8. And said parties of the first part covenant and agree with said party of the second part, their successors and assigns, that they will make said alteration and reduction in height of said wings, and that they will, at all times, keep the water at said Avery dam down to the level of the point before mentioned, eight inches above said pin, so far as they can keep the same down by opening the said waste-way, and permitting the water to flow without obstruction through said waste-way and over said wings reduced in height as aforesaid, and by the ordinary use of water at said mills, or by providing and using such other arrangements and means at said dams, as will have an equal effect in keeping down the water.

Article 9. And the said party of the second part covenant and agree with said parties of the first part, their heirs, successors and assigns, that the quantity of water running at all times to said Avery dam, shall not in consequence of any agency of said party of the second part, be reduced below two hundred cubic feet in each second

of time, and in case doubts shall arise in relation to the quantity of water which shall at any time be actually running to said Avery dam, the said party of the second part, whenever a majority of the owners of said Avery dam shall request that a survey of the quantity so running shall be made, shall cause such a survey to be made at their own expense.

Article 10. And the said party of the second part do covenant and agree with said parties of the first part, that the quantity of water to be drawn through the Perley canal, so called, by said party of the second part, for the use of the mills upon the same, shall not exceed the quantity which now ordinarily flows through the same, nor shall be drawn through the same to the exclusion of the works at said Avery dam: provided, however, that when the water at said Avery dam shall stand at a higher point than that herein agreed upon by the parties as that to which the water above said dam shall be kept up as against said party of the second part, or when the same shall be at such a height as to subject said party of the second part to liability to other parties or persons, the surplus water may be drawn through said canal, the same being enlarged, if necessary, for that purpose, so far as shall be necessary to prevent such consequences; and provided also, that said parties of the first part shall have the right as against said party of the second part, to construct and use any other canal, and any other works, for discharging and using said surplus water of Little bay, and the said parties of the first part do acquit, release and discharge said party of the second part, their successors and assigns, of and from all claims, demands, actions and causes of actions, whatever; and the said party of the second part doth release, acquit and discharge said parties of the first part, their heirs, successors and assigns, of and from all suits, actions, causes of actions, claims and demands, whatsoever; and the said parties mutually agree with each other, that all suits, actions, and legal proceedings, shall be terminated and dismissed, without cost, to either party, the entry of "neither party appears," or other suitable entry, being under the record of said actions in the courts where the same may be pending.

In testimony whereof the said parties have hereunto interchangeably set their hands and seals.

In presence of
JOHN TILTON,
JOSEPH THING.

GILFORD MANUFACTURING AND MECHANIC CO.,
By W. MELCHER, [SEAL.]
Agent.

THE BELKNAP MANUFACTURING CO.,
By J. C. DODGE, [SEAL.]
Agent.

THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY,
By JAMES BELL, [SEAL.]
Their Agent.

F. W. BOYNTON, [SEAL.]

Belknap, *ss.* Sept. 25, 1852.

Personally appearing, Joshua C. Dodge acknowledged the foregoing instrument by him subscribed to be the free act and deed of the Belknap Manufacturing Company.

Before me, JOSEPH THING,
Justice of the Peace.

Belknap, *ss.* Sept. 25, 1852.

Personally appearing, Woodbury Melcher acknowledged the foregoing instrument by him subscribed to be the free act and deed of the Gilford Manufacturing and Mechanic Company.

Before me, JOSEPH THING,
Justice of the Peace.

Belknap, *ss.* Sept. 25, 1852.

Personally appearing, James Bell acknowledged the foregoing instrument by him subscribed to be the free act and deed of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

Before me, JOSEPH THING,
Justice of the Peace.

Belknap, *ss.* Sept. 25, 1852.

Personally appearing, Francis W. Boynton acknowledged the foregoing instrument by him subscribed to be his free act and deed.

Before me, JOSEPH THING,
Justice of the Peace.

Received Oct. 14, 1852. Examined by
NATHANIEL EDGERLY,
Register.

Belknap County Record, Book 20, pages 89, 90, 91, and 92.

A true copy, examined by
NATHANIEL EDGERLY,
Register.

And on the eleventh day of April, A. D. 1856, the defendants, by leave of the court here file their answer as follows: The said defendant now and at all times saving and reserving all manner of benefit and advantage of exception to the many errors and insufficiencies in the said complainant's bill of complaint contained, for answer thereunto, or unto so much thereof and such parts thereof, as said company is advised is material for it to make answer unto, answers and says, that it admits that said complainant is in possession of the land, mill and building, particularly set forth and described in said complainant's bill, but in respect to the complainant's interest therein or title thereto the defendant is not informed, and has no knowledge except

that the defendant finds upon the records of deeds for said county of Belknap, the record of a conveyance of said real estate, dated October twentieth, A.D. 1854, from one Benjamin Parker to Katherine J. Parker, and of another conveyance dated June 4th, 1855, from said Katherine J. Parker, wife of said John A. Parker, with the consent of her said husband, as testified by his becoming a party to said conveyance to Benjamin Parker; and a conveyance from said Benjamin Parker to said complainant, dated June 8th, 1855, but whether the said complainant has any other or earlier conveyance to said real estate, or any of it, the defendant does not know, has not been informed, and cannot make answer from its belief or otherwise, and of a water privilege therewith; but the said company denies that the said complainant is seized and possessed as aforesaid with the water right and mill privilege of one-twelfth part of the whole water power of the Winnipiseogee river, on the Laconia, formerly Meredith side, at the dam there erected in the said village of Meredith bridge, but on the contrary thereof the said company has been informed, and believes it to be true, that the said complainant owns no part of the land where the said dam stands, and no water right or mill privilege, except the right of drawing and using a certain limited amount of water power from said dam, to wit, one-half or nearly one-half of the water, sufficient to carry wheels for operating a trip-hammer, a grindstone and bellows, or half, or nearly half of the water, sufficient for operating other wheels, equal, in respect to the water power required to propel them, to that which would be necessary to drive a trip-hammer, grindstone and bellows, and that said complainant has no other or greater right to water or water power from said dam; and said company says that said right is not the same with the water right and mill privilege of one-twelfth part of the whole water power of the Winnipiseogee river, on the Laconia, formerly Meredith side, at the said dam, but differs materially therefrom in this among other things, that it is a fixed and limited water power, and is, as said company believes, less than one-twelfth part, or even of one-half of one-twelfth part of the water power of said river at said dam, and particularly at high stages of the water of said river.

And said company says, that the said water thus conveyed is all the water which the said complainant is entitled to draw from said dam, and that the same is drawn from a long open flume of fixed height, and that the quantity of water which the said Parker draws, and is entitled to draw, does not vary with the height of water in said dam, unless the said water falls to a lower level than the top of said long open flume, and that the said water never has so fallen through any act or agency of said defendant. And said company therefore says, that it has not in any way injured the said complainant's said mill privilege or water power; and said defendant further answering says, that it doth not know and cannot answer from its knowledge, information or belief, or otherwise, whether or not said complainant

has had an equitable interest in and right to the above-mentioned premises, in addition to his present legal title and interest therein, continuously from the 18th day of August, A. D. 1832, down to the present time, and said company therefore prays that said complainant may be required to make proof thereof.

But the defendant denies that the said complainant had, in addition to said alleged equitable title, the sole legal, or any right, title, and interest of, in, and to any part of the above-mentioned premises and appurtenances, rights and privileges, continuously from the 29th day of October, A.D. 1834, to the 14th day of November, A.D. 1839, except as is hereinbefore set forth in this answer.

And the said company has been informed and believes it to be true, that in the year 1835, when the aforesaid present dam at the village of Meredith bridge was built, some of the then proprietors of the water right and mill privilege of the Winnipiseogee river at said dam. on the Laconia, formerly Meredith, side, agreed among themselves to refer to the arbitration of three men, mutually chosen, the division of the expenses, in constructing the dam, which each proprietor should pay; but said company denied that the said proprietors, or any of them, agreed among themselves to refer to arbitration the division of the water power to which each proprietor should subsequently be entitled. And said defendant admits that the arbitrators chosen to make a division of the expenses in construction of said dam were Asa D. Eager, Ebenezer Danford, and Stephen C. Lyford, all then of said Meredith, and that said arbitrators awarded that the Avery Factory Company should bear five-twelfths, David Tucker two-twelfths, Samuel K. Bean two-twelfths, John Chase two-twelfths, and Seth Cheney one-twelfth of the expenses of constructing the Meredith side said dam, the above-named being then the proprietors of the water right and mill privilege of the Meredith side of the Winnipiseogee river at said dam, and that said award was accepted by each and all of the said then proprietors, and has been ever since understood and consented to as final, as to the said expense of said part of said dam; but said defendant denies that it was ever agreed or assented to by said proprietors of said dam, or any of them, that said arbitrators should make any division or apportionment among them, or any of them, of the water or water power of said river at said dam, or of any part thereof; and said defendant denies that said arbitrators made or attempted to make any award, or that they were understood by said proprietors or any of them to have made any award dividing or attempting to divide the said water or water power, or any part of it, among said proprietors, or any of them, but on the contrary thereof, said defendant has been informed, and believes it to be true, that the sole purpose and object of said reference was that the said arbitrators should fix upon some rule by which the said proprietors might contribute towards building said dam, some regard being had to what was supposed to be approximately the relative

rights of said parties in said water power, but it being expressly understood, that in the use of said water power, the said proprietors should severally be governed by the titles or conveyances under which said proprietors held the same, and in which their respective rights were set forth. And said defendant has been informed, and believes it to be true, that said proprietors, as well since as before said conveyances, have claimed and used the water power set forth in their said conveyances and titles, and not amounts proportional to the said division among them of the expense of constructing said dam. And the said defendant, further answering, says, that the proprietors of the mills and water power on the southerly or Gilford side of said Winnipiseogee river, at said dam, did not agree to the said arbitration or award, or assent to the same, and that they were, and ever have been, the owners of one-half the water power of said river at said dam, and that Stephen Perley (mentioned in said bill) was the owner of water power on the said Meredith side of the river, at said dam, as hereinafter set forth, and that said Perley never in any way assented to said arbitration or to said award.

And said defendants, further answering, say, that the water power, or division owned by said complainant, is half or nearly half of water sufficient to carry wheels for operating a trip-hammer, a grindstone and bellows, as aforesaid, or other machinery requiring the same water and water power, and no more. And they deny that it is one-twelfth part of the water power at the said dam at the Laconia, formerly Meredith, side, but they say that they have been informed, by reference to the public records and other sources of information, and believes it to be true, that the said complainant is the owner of the right to draw and use one-half of the water from the flume connected with his premises (described in said bill), one Francis W. Boynton having been the owner of the privilege of drawing water from said dam sufficient to carry wheels for a trip-hammer, grindstone, and bellows, and having conveyed to said complainant one-half the water from the flume by which the water was conveyed from said dam, and that said complainant has no other right or interest in said water power.

And said defendants, further answering, say, that said flume is of the following dimensions, to wit: the upper portion of said flume, which is nearest to the said dam, is fifty-four feet in length, with a width of seven feet and six inches, and a depth of five feet eight inches; and the lower portion of said flume, from which the water is taken for the supply of said complainant's said mill, is twenty-three feet and eight inches in length, with a width of four feet and three inches, and a depth of five feet eight inches.

And the said defendant, further answering, says, that he believes it to be true that the complainant, and those under whom he derives his title, have been for more than twenty years in peaceable and undisputed possession of the land and building described in said com-

plainant's bill, and of the water power conveyed to him by said Boynton, as hereinbefore set forth; but he denies that complainant has been in possession of any other or greater water power. And said complainants admit that for some part of that time said complainant, through his brother, Isaac M. Parker, has continued to use or rent the same, or such portion of it, as was required to carry on the mill there erected; but said defendant has been informed that said water power and mill have also, for some portion of said time, been disused and unoccupied. And said defendant cannot state, from his knowledge, information, belief, or otherwise, for what part of said time said water power has or has not been used or rented. And the said defendant denies that for any portion of said time the said water power has been wrongfully directed or controlled by the defendant.

And said defendants admit that the said river Winnipiseogee is a stream which has its source at Lake Winnipiseogee and the streams flowing into the same, and is the main outlet of said lake, and flows for a distance of twenty miles, more or less, and empties into the Merrimac river at the town of Franklin, in said State.

That the said outlet is at a place called the Weirs, in the towns of Laconia (formerly Meredith), and Gilford, six miles or thereabouts above the village of Meredith bridge aforesaid, where the before-mentioned premises of said complainant are situated, and that said outlet from said lake was formerly by a natural channel, about fifty yards wide, more or less, and from five hundred to nine hundred feet in length. And that in said channel, but not at the foot thereof, was formerly a natural fall or rapid of about three feet, and that at the point near the foot of said fall or rapid, the water flowed into a sheet of water called Long bay, which is about four-and-a-half miles long, and from half a mile to a mile in width, and the water flowing from the foot of said Long bay is discharged into a pond called Little bay, through a channel one thousand feet, more or less, in length; and on this channel is situated the Lake village, so called, partly in the town of Laconia, formerly Meredith, and partly in said Gilford; and that in this channel also is or was before a dam was built, a natural fall or rapid of several feet, and that the water of said river flows from the lower end of said Little bay, which is about one and a half mile in length, into another pond or lake called Sanbornton bay, through a channel of from fifteen hundred to two thousand feet in length, and that in this channel there is also a natural fall or rapid, and that on the sides of this channel, between Little bay and Sanbornton bay, is situated the village of Meredith bridge, where are the premises of said complainant, the said Little bay forming the head water to the said dam at said Meredith bridge, and that at the foot of Sanbornton bay, which is in that direction about five miles in length, the water of said river flows out of said bay at or near a place called Union bridge, and thence the river pursues its course to the Merrimac river, distant from Union bridge ten or twelve miles

in a right line. That all these channels are considered as parts of the Winnepisogee river, and through them the bays, or lakes and ponds mentioned in said bill receive their supply of water from the great Winnepiseogee lake, lying above them all.

And said defendant further answering, admits that the lake Winnipiseogee lake is a large sheet of water, but denies that said lake covers an area of more than one hundred square miles, but says that according to its best information and belief, said lake covers an area of about seventy-one square miles.

And that the river Winnepiseogee, before the acts and doings of said defendant, as set forth in said bill, was not, so far as said defendant has knowledge, information and belief, particularly distinguished for the equality of its supply of water during all seasons of the year, though said defendant admits that in consequence of the magnitude and nature of its source, it was more equal in its supply of water than in most streams of water not having similar sources. And said defendant denies that before the changes and improvements (spoken of in said bill as the acts and doings) of said defendant, there had always been great equality in the supply of water at the mill privilege of said complainant during all seasons of the year, but on the contrary thereof, said defendant has been informed, and believes it to be true, that before the excavation at the place called the Weirs, at the outlet of said lake, and to a still greater extent before several earlier excavations made at said Weirs, as hereinafter set forth, and before the erection of the dam mentioned in said bill, by Nathaniel Batchelder and Stephen C. Lyford, all of which had a very great and decided effect in the manner in which the same are susceptible of being used, and have actually been used in giving equality to the flow of water in said river, and consequently in giving an equality of supply of water at different seasons to said complainant's mill, the water flowing therein for the supply of water to the complainant's mill, and the other mills situated upon the same dam, was far more irregular and unequal than it has since been, the quantity having often been before that time excessive at certain seasons of the year, so as to occasion back water and other detriments and inconveniences to said mills, and having been at other times deficient, so that it often happened at the dry seasons of the year, that part of said mills would be under the necessity of stopping for want of a supply of water, and others to run at a diminished speed, and under great disadvantages; which inequalities, inconveniences, and losses have been in a great measure obviated and removed by the excavations, dams, and other arrangements of said companies, and their mode of using and managing the same as hereinafter set forth. And the said defendant admits that said village of Meredith bridge is connected by railroad with the city of Boston, the commercial capital of New England, having communication by freight and passenger trains thrice daily on week days; but said defendant denies that for that reason and on

account of the excellence of the water power, and the equality of the supply of water at all seasons of the year at said mill and mill privilege, before and acts and doings of the defendant, or for any other cause or reason, the same was of great and increasing value, but on the contrary, said defendant says that said water power, in consequence of the small amount of head and fall at said dam, which does not at ordinary stages of the water exceed eight feet, and in consequence of the great subdivision of water power, and of the slight and imperfect construction of said complainant's mill, which is a small wooden building, of cheap and poor construction originally, an old and for a long time past in bad repair, said mill and water power are of small value. And said defendant avers, that said complainant has a right in said water power, not exceeding one twenty-fourth part of the whole water power at said dam, and as said defendant believes, less than that amount, as said complainant has title only to one-half or nearly one-half of the water which can be drawn from the small flume hereinbefore described; and that said water power, as used by said complainant, does not, as said defendant believes, exceed a six or eight horse power; and the said mill of said complainant is about forty feet in length by twenty feet in width, with a narrower part projecting therefrom to the highway, used as an entrance, and is one story in height above said highway, with a part below used principally for the flume and wheel; and that the machinery in the same has been driven by a spiral-vent waterwheel, three feet in diameter, and that there is no other waterwheel in the same, and that the water power used in said mill is less in amount and value, than water powers and privileges on said river equally well located, which have been frequently let at annual rents of from thirty to fifty dollars, for a water power or privilege; and that said complainant has leased the said power and said mill at an annual rent (as the defendants have been informed and believe) of from seventy-five to one hundred dollars, and the defendants therefore say that any wrong or injury to his said property on the part of said complainant, for which he seeks redress by his said bill, and the violation by the defendant of any right, in which said complainant claims to be protected thereby, does not amount to five hundred dollars, but fall far short of that sum. And the defendant insists, therefore, upon the want of jurisdiction of this court to take cognizance of said bill, and claims the same benefit of exception to the jurisdiction of the court therein, as if he had pleaded the same. And said defendant, further answering, admits, that the said Winnipiseogee Lake Cotton and Woollen Manufacturing Company was incorporated by the legislature of New Hampshire, on the 28th day of June, A. D. 1831, by an act entitled "An Act to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company," a copy of which act is annexed to said complainant's bill and marked "A." That said Lake Company was

originally chartered for the purpose of manufacturing machinery and goods, wares and merchandise, with the privilege of holding such real estate, patents, rights, and personal estates (not exceeding the amount mentioned in said act of incorporation), as should be necessary for carrying on the manufacturing business, and not for any other purpose. And that on the 22d day of June, 1846, Abbot Lawrence, N. Appleton, Ignatius Sargent, and Charles S. Storrow, all of the State of Massachusetts, representing themselves as directors and stockholders of the said Lake Company, petitioned to the legislature of said State of New Hampshire for liberty to increase the capital of the said Lake Company, for manufacturing and other improvements; a copy of which petition is annexed to said bill of complaint marked "B."

And said defendants aver, that in or by said petition an increase of capital is petitioned for, in order to meet the claims of the country where said company was situated, and other portions of the country connected therewith, for manufacturing and other improvements, and a grant of an additional capital and of other powers, as by reference to said petition will appear.

And the defendant further answering admits, that on the 10th day of July, 1846, an act was passed by the legislature of New Hampshire, entitled, "An act in addition to an act, to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company," enabling said company to increase their capital to one million of dollars, a copy of which act is annexed to said bill, marked "C." And the said defendant says, that in and by said act power is granted to said company to acquire and hold in said State of New Hampshire such real and personal estate, not exceeding in the whole the said sum of one million of dollars, as may be necessary to improve the water powers of the Winnipiseogee, Pemigewasset, and Merrimac rivers, and for that purpose to make such contracts and grants to and with the proprietors and owners of lands, mills, and mill privileges on the said rivers, and their tributary streams and waters, as might be necessary to accomplish those objects. And that in and by said act authority was given to all individuals and corporations owning mills or mill privileges upon either of the said rivers or their tributary waters, to subscribe for and hold stock in said corporation.

And said defendants say, that soon after said original act of incorporation was passed, on said June 28th, 1831, the same was accepted, and said corporation duly organized by the grantees within named, and that said company, in the year 1831, or thereabouts, became possessed, as the owners thereof in fee simple, of certain water rights, mill privileges, mills, lands, and real estate, situated on the Winnipiseogee river, above the premises of said complainant, at a place then or previously called Folsom's mills, being the same that is now called Lake village, and between Long bay and Little bay,

as described in said bill; that there had long been a dam and mills on the said water privilege, of which said Lake Company became possessed as aforesaid.

And said defendants admit that said company, with the assistance of another owner of part of the said water power, built a dam across the channel of the Winnipiseogee river, at the said Lake village, higher than any former dam, and of which dam said Lake Company were proprietors in part; but said defendant denies that the said dam was built in the year 1835, but say that the same was built in the year 1829; and said defendants admit that the height and construction of said dam were such as enabled said company to raise the water in Long bay several feet, and to draw it down again at pleasure to its natural level. But said defendant says that it is not true that said company did not, after the erection of said dam, claim or exercise any right to regulate the flow of water out of said bay, any further than when full to draw down the water of said Long bay to its natural level; but on the contrary thereof they say that said dam was constructed with waste-ways, which the owners thereof could open or close at their pleasure, and that at all times after the construction of said dam they claimed or exercised the right of holding back or of drawing down the water in said Long bay to said level, as their interest or convenience might require, whether the said bay was full or otherwise, and that said owners of said dam had purchased of the owners of the lands adjoining said Long bay, or of most of said owners, at great loss, the right of raising and keeping up the water of said Long bay by said dam, and that said owners of said dam very frequently in every year exercised the said right, and the right not only of drawing down the water of said Long bay when full to its natural level, but of drawing down the same whenever their interest or convenience required it to be done, though the said defendants admit that as their waste-ways, gates, and other means of drawing down the water of said Long bay and said lake did not in said year 1829, nor at any time since that time, enable them to draw down the same below its natural level, they have not at any time claimed or exercised the right of so drawing down the water of said Long bay and lake below said level. And the said defendants do not know, and cannot answer from their information or knowledge, whether the drawing down of the water of said bay did not, owing to the obstructions of the channel and the fall at the Weirs, affect the level of the Winnepiseogee lake, though the defendants believe it to be true, that in certain stages or conditions of the water of said bay and lake, the drawing down of the water of said Long bay did affect the level of said lake. And said defendants deny that said lake could not be drawn down below its natural level; and on the contrary they aver it to be true, that on two different occasions, if not more, before the excavations hereinafter set forth, at said Weirs, the channel of the river at said Weirs was deepened, and the obstructions removed there-

originally chartered for the purpose of manufacturing machinery and goods, wares and merchandise, with the privilege of holding such real estate, patents, rights, and personal estates (not exceeding the amount mentioned in said act of incorporation), as should be necessary for carrying on the manufacturing business, and not for any other purpose. And that on the 22d day of June, 1846, Abbot Lawrence, N. Appleton, Ignatius Sargent, and Charles S. Storrow, all of the State of Massachusetts, representing themselves as directors and stockholders of the said Lake Company, petitioned to the legislature of said State of New Hampshire for liberty to increase the capital of the said Lake Company, for manufacturing and other improvements; a copy of which petition is annexed to said bill of complaint marked "B."

And said defendants aver, that in or by said petition an increase of capital is petitioned for, in order to meet the claims of the country where said company was situated, and other portions of the country connected therewith, for manufacturing and other improvements, and a grant of an additional capital and of other powers, as by reference to said petition will appear.

And the defendant further answering admits, that on the 10th day of July, 1846, an act was passed by the legislature of New Hampshire, entitled, "An act in addition to an act, to establish a corporation by the name of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company," enabling said company to increase their capital to one million of dollars, a copy of which act is annexed to said bill, marked "C." And the said defendant says, that in and by said act power is granted to said company to acquire and hold in said State of New Hampshire such real and personal estate, not exceeding in the whole the said sum of one million of dollars, as may be necessary to improve the water powers of the Winnipiseogee, Pemigewasset, and Merrimac rivers, and for that purpose to make such contracts and grants to and with the proprietors and owners of lands, mills, and mill privileges on the said rivers, and their tributary streams and waters, as might be necessary to accomplish those objects. And that in and by said act authority was given to all individuals and corporations owning mills or mill privileges upon either of the said rivers or their tributary waters, to subscribe for and hold stock in said corporation.

And said defendants say, that soon after said original act of incorporation was passed, on said June 28th, 1831, the same was accepted, and said corporation duly organized by the grantees within named, and that said company, in the year 1831, or thereabouts, became possessed, as the owners thereof in fee simple, of certain water rights, mill privileges, mills, lands, and real estate, situated on the Winnipiseogee river, above the premises of said complainant, at a place then or previously called Folsom's mills, being the same that is now called Lake village, and between Long bay and Little bay,

as described in said bill; that there had long been a dam and mills on the said water privilege, of which said Lake Company became possessed as aforesaid.

And said defendants admit that said company, with the assistance of another owner of part of the said water power, built a dam across the channel of the Winnipiseogee river, at the said Lake village, higher than any former dam, and of which dam said Lake Company were proprietors in part; but said defendant denies that the said dam was built in the year 1835, but say that the same was built in the year 1829; and said defendants admit that the height and construction of said dam were such as enabled said company to raise the water in Long bay several feet, and to draw it down again at pleasure to its natural level. But said defendant says that it is not true that said company did not, after the erection of said dam, claim or exercise any right to regulate the flow of water out of said bay, any further than when full to draw down the water of said Long bay to its natural level; but on the contrary thereof they say that said dam was constructed with waste-ways, which the owners thereof could open or close at their pleasure, and that at all times after the construction of said dam they claimed or exercised the right of holding back or of drawing down the water in said Long bay to said level, as their interest or convenience might require, whether the said bay was full or otherwise, and that said owners of said dam had purchased of the owners of the lands adjoining said Long bay, or of most of said owners, at great loss, the right of raising and keeping up the water of said Long bay by said dam, and that said owners of said dam very frequently in every year exercised the said right, and the right not only of drawing down the water of said Long bay when full to its natural level, but of drawing down the same whenever their interest or convenience required it to be done, though the said defendants admit that as their waste-ways, gates, and other means of drawing down the water of said Long bay and said lake did not in said year 1829, nor at any time since that time, enable them to draw down the same below its natural level, they have not at any time claimed or exercised the right of so drawing down the water of said Long bay and lake below said level. And the said defendants do not know, and cannot answer from their information or knowledge, whether the drawing down of the water of said bay did not, owing to the obstructions of the channel and the fall at the Weirs, affect the level of the Winnepiseogee lake, though the defendants believe it to be true, that in certain stages or conditions of the water of said bay and lake, the drawing down of the water of said Long bay did affect the level of said lake. And said defendants deny that said lake could not be drawn down below its natural level; and on the contrary they aver it to be true, that on two different occasions, if not more, before the excavations hereinafter set forth, at said Weirs, the channel of the river at said Weirs was deepened, and the obstructions removed there-

from, so that the water said lake could be drawn down by means thereof below its natural level. And the defendants believe it to be true, that said complainant never made any complaint, either before or after the excavation, hereinafter set forth, of the making of said excavations, nor had he any occasion to do so, as he had never been injured thereby, and as the effect thereof is to render the water of said lake more available as a reservoir for the supply of water to his mill and all others on the Winnipiseogee river. And said defendants further answering say, that acting and claiming to act, by virtue of their acts of incorporation, and as owners of land and water power, they have at the Weirs aforesaid, through which outlet the said river Winnipiseogee has its source above the premises of said complainant, by their officers, servants, agents, factors, and workmen, caused to be made excavations through the fall and in the bed of the said river, through the whole length of the channel between Long bay and the said lake, and extending for some distance into said lake, and that said excavation was about sixty feet wide, and of depths varying from two to seven feet, and that said excavation was made principally since 1846, though some part thereof was made in that year.

And they held and owned most of the land and real estate at and near said channel where said excavation was made in the year 1846, or before that time, and that before completing the same they became the owners of the entire channel and banks of said river at said Weirs, and of the adjacent lands. And said defendants admit, that the bed of said river, at the said outlet of the lake, and extending above for some distance into the lake, and below through the whole length of the channel, has been deepened; but the defendants deny that the same has been deepened throughout its said length to the extent of six or seven feet lower than it formerly was, but say that said channel has been deepened to that extent, in some parts thereof, but much less in other parts; and said defendants deny that the fall, which naturally existed at the foot of the channel, has been almost entirely removed, but they aver that there is a fall at the foot of said channel where it enters said bay in the bed thereof, which at certain states of the water of said lake and bay produces a fall on the surface of the water flowing in the same, though at certain other stages of the water there is hardly any perceptible fall therein. And said defendants deny that by means of said excavation and channel the water of said lake has been brought into Great bay in larger quantities than it naturally would flow and formerly did flow before such excavation was made, except in the manner hereinafter set forth; and they aver it to be true that by means of their said excavation and their said dam at Lake village, they have prevented the water of said lake and of said bay, at the seasons when the same is high, and when, before the erection of said dam, it would be discharged in unusual quantities therefrom, producing freshets and an excess of water beyond what was required or could used by the mills upon said

Winnipiseogee river, and obstructing their operation by occasioning backwater, and that they have thus held and retained at certain seasons of the year in said Great bay a larger quantity of water than would formerly be held and retained in the same. And the defendants admit that by means of said channel and excavation, the said lake may be drawn off to a depth of about four feet lower than it could before, but they deny that the water of said lake can in any ordinary condition of said water as to height be drawn down to the depth of five feet lower than it could formerly have been drawn off.

And said defendants further answering say, that though the said complainant on one or more occasions made some general complaint to James Bell, agent of said Lake Company, that said company was managing or controlling the water of said river or lake without having obtained his consent, they deny that he gave any other or more definite notice, that he would by no means consent to the drawing off of the said lake by said company, or to the regulation or control of the water of the said lake or river. And said company deny that after the said last notice or complaint by said complainant, or since about the twentieth day of October last, they have further extended the excavation into the bed of the lake above the Weirs, so as to enable them to draw off the water of said lake below its former low-water level.

And said defendants admit that said company intend at some time to extend said excavation into and through the shoal part of said lake, just above said Weirs, to the same depth with the excavation already made at said Weirs, and no more, and that they will, when said excavation shall have been completed, be enabled to draw down the water of said lake, not six feet below its former low-water mark, but from four to six feet below its ordinary high-water mark, and from two to four feet below its former low-water level, and no more. And said defendants admit that since the year 1846, and in the year 1851, they erected across the river Winnipiseogee at the Lake village aforesaid, a new stone dam, about 300 feet below the old dam, built in 1829, but they deny that said dam is of greater height than said old dam, but say that the same is of nearly equal height, and they admit that by it they are enabled to raise the water in Long bay up to the level of the lake, at certain states of the water in said lake, but they say that they cannot thus raise the water of said bay to the level of the lake at periods of highway therein, before it would flow over said dam. And they admit that they have provided the said dam with large gates and waste-ways, and that they have the power by means thereof to discharge through said gates and waste-ways at times, when the water of said Long bay is raised by said dam, but not at other times, a much larger quantity of water than formerly, and naturally flowed through the channel of the river, and that it is in their power by closing them wholly or partially to retard and keep back the water in said lake, which would otherwise flow from said lake

into and along said river, and afterwards to discharge and draw it off again at their pleasure, and thus to regulate and control the supply and amount of water in said lake and river.

And said defendants further answering say, that they are informed and believe that the height of the water in the said lake was in its natural state and condition considerably variable, not only in different seasons of the year, but in different years, the same being fed by many streams flowing into it from a hilly and mountainous country surrounding said lake, and the volume of water flowing in said streams varied greatly in different seasons and different years. And that in consequence, the water in said lake varied in its natural level before any excavations were made at said Weirs, from three to six feet; rising to a considerably higher level at periods of high water than it has usually done since said excavations have been made, and that it is not in the power of the defendants therefore to ascertain or to fix, from their knowledge, information, belief, or otherwise, upon any level in said lake as the ordinary level thereof, or definitely to answer whether their said dam, by the closing the said gates or waste-ways, enables them to raise the water in said lake above its ordinary level, though according to the best of their knowledge and belief said dam, since said excavations have been made, does not raise the water of said lake above its former ordinary level.

And said defendants deny that, for several years past, or since said excavation has been made and said dam built, or at any other time, they have kept and continued closed or partially closed the outlet or outlets, gates or waste-ways of said dam, during the wet season and during the spring freshets, or as often as there was a plentiful supply of water in the Merrimac river from other sources than the Winnipiseogee, and by that means have at times raised the surface of the water in said lake one foot or more, or to any extent above its natural and ordinary highway level.

But said defendants say that they have, ever since said dam and excavation were made, used and occupied the same for the purpose of giving greater regularity and steadiness to the flow of water in said river, and to reserve and hold back the surplus water, which would, at wet seasons and during spring freshets, have otherwise have run to waste, retarding and interfering with the operation and use of the mills upon said Winnipiseogee and Merrimac rivers, and discharging the same at such times as the same was required in consequence of the low state of the waters in said rivers for the use thereof, and that the water of said lake and bay has been so managed and used as to be a material benefit and advantage to the mills upon said rivers.

And said defendants further answering say, that though it is true that they have thus retained and held back the water of said lake and bay to a point, as they believe, below its ancient height, until the dry season, and until the supply of water in the Merrimac river

from other sources was diminished, and have then frequently drawn it off again through the river Winnipiseogee to the depth of from one to two feet below the ordinary and former low water level of said lake, yet they say that they have not retained or held back the water so as to prevent the quantity ordinarily flowing in times past before they erected said dam, and made said excavation, from still flowing in said river at the same seasons of the year, but they have caused a more steady supply of water at such seasons to flow in said river, and that they have not at their pleasure, and to suit their convenience, and to suit the pleasure, and convenience, and profit of manufacturing establishments situated on the Merrimac river below its junction with the Winnipiseogee, drawn off the water as aforesaid, except at such times as they could so draw it off without injury to the mills and water privilege on said Winnipiseogee river below dam; though they admit that they have at their pleasure and convenience, and at the pleasure and convenience and for the profit of certain manufacturing establishments on said Merrimac river, drawn off said water, at such times as the same could be done without injuring the mills or impairing the water power or in any way infringing the rights of the owners of mills and water power on said Winnipiseogee river below said dam.

And said defendants deny that the drawing off the water of said lake was for the purpose of supplying the deficiency of the water in the Merrimac river only, and for the benefit and advantage of the manufacturing establishments situated thereon only, and not for any other purpose, but on the contrary, they say that they are the owners of mills and water power at said Union bridge, and at a place upon said Winnipiseogee river called Sanbornton bridge; and that they have drawn off the water of said lake for the benefit and advantage of said mills and of mills and manufacturing establishments owned by others upon said river, as well as of the manufacturing establishments upon said Merrimac river. And said defendants deny that they have caused a fluctuation in said lake every season of four or five feet in the head of water or level of the lake, and say that the fluctuation in the height of the water of said lake, occasioned by their drawing the water therefrom, has not in more than three different years exceeded two feet, and that in those years it did not exceed four or four and a half feet. And they deny that before the regulation of the water by them the variation was not ordinarily more than two feet, but they say that according to the best of their information and belief, said variations was three feet or more from extreme high water to extreme low water.

And said defendants admit that on the 6th day of October, 1854, the water in the lake was 42¼ inches lower than on the 6th day of May then last past, being marked by a gauge fixed by said defendants for the purpose of measuring the height of the water; but said defendants aver that the highest stage of the water in said lake

occurred in said year (as it ordinarily has in other years) in said month of May, and the year 1854 was a year of extreme drought, in which the water of said lake fell to a lower level than in any other year. And said defendants further answering say, that it is true that in consequence not merely of the water being drawn from said lake, but of the drought affecting the same, one or more of the steamboats navigating the lake for a short part of the season was prevented from reaching one or two of the wharves as customary, but said defendants do not know or believe that said complainant had any interest in said steamboats or the business thereof, or that he has any right, as their agent or otherwise, to interfere in their affairs.

And the defendants deny that they have in any manner caused a proportional inequality in the quantity of water flowing in the river Winnipiseogee, by the premises of said complainant, greater either than any inequality which naturally arose from the ordinary changes of the seasons, or from the ordinary fluctuations in the head of water in the said lake before the regulation of the same by the said defendants, to the molestation, damage, or injury of said orator, in the improvement of his said mill privilege and water power. And said defendants further say, that said complainant's water power is not damaged by anything which has been done by them, the equality of the supply of water being no otherwise disturbed by them than is in this answer hereinbefore set forth, and its supply being rendered more equal at times when it was formerly scanty, and the excess of water being prevented at periods of high water, which would not aid, but would retard by backwater the operation of said complainant's mill, and which did not increase his head of water, because his right being (as said defendants are informed and believe) only a right to draw water for one small wheel through a long open flume, whenever the height of water was raised in the dam from which it was drawn by said flume, it would flow over the sides of said flume, increasing the backwater, but adding little if anything to the head of water at or near the complainant's wheel. And said defendants further answering say, that said lake Winnipiseogee does not contain an area of more than one hundred square miles, but only an area of about seventy-one square miles, and that two feet in depth of water over the whole surface does not as they believe contain a quantity greater than two hundred millions of tons, or more than 6,000,000,000 of cubic feet of water, but a much less quantity, and said defendants deny that any such quantity of water over and above what was formerly the natural flow of the river, is discharged through their dam, or that any such quantity of water is discharged daily from said dam as the quantity of twenty-eight millions of cubic feet daily, for a period of six months in the year, in addition to the quantity which was or would have been ordinarily discharged from said dam in the natural condition of said lake and river. And said defendants further say, that a very large proportion of the water which fills up said lake in

the spring, or in freshets, is lost by evaporation therefrom, and that the amount of evaporation in the summer seasons has been nearly or quite equal in their belief to all the water which they have drawn from said lake. And they say that when said lake is drawn off two feet (as supposed by said complainant's bill), or to any extent to which the same has ever been drawn off by said defendants, that it never has required a diminished discharge in order to fill the lake up again to its natural and ordinary level, below the natural and ordinary flow of the river, of more than twenty-eight millions of cubic feet daily for six months, nor in the same proportion for any greater or less depth so drawn off from the surface of the lake, is not only not so great as is supposed by said bill, and that said defendants furthermore have never diminished the discharge of water through said dam in the manner supposed by said bill, but have been enabled in all cases, since said excavation was made, to permit a quantity of water equal to what was ordinarily flowing from the lake, to be discharged therefrom, until the season of high water arrived, when they could fill up the lake from the surplus water, which had usually run to waste, and to the detriment of the mills below upon said river.

And the defendants further answering say, that it is not true, that for several years, and each year successively, they have, by means of said excavation and dam, drawn off two feet in depth and more from the surface of said lake, more than could have flowed out of said lake before any excavations were made at the Weirs, and have discharged the same through their dam at Lake village; but they say that in one of said years, they have drawn no water from said lake beyond what would have flowed therefrom without said excavation, and in others of said years, less than one foot, and in others less than half a foot, beyond what would have been discharged therefrom without said excavation. And the defendants admit, that when they have drawn water from said lake, they have considerably increased the volume of water flowing before in said river, but never beyond the quantity flowing therein at times of high water, before said excavation, nor in such quantity as to produce a flood in the river below, nor to produce a waste of water, so to deprive the complainant of the quantity necessary for the use of his mill, and the quantity to which his title to water power for said mill, reference being had to the limited nature of his right therein, entitled him. And said defendants deny that after discharging the water from said lake, that they have ever held back the water to fill up the lake again, to the deprivation of said complainant in the use of water for his mill. And said defendants say, that after the making of said excavation, they granted to the owners of the dam, from which said complainant's said flume is taken, the right to keep the water in said dam eight inches higher than said owners before had a right to keep the same (as the right thereof had been long before determined between said Lake Company and said owners, by arbitration), which enabled said

owners to keep said dam full of water, and was of great advantage and benefit to the owners of said dam, and of the mills upon the same, and was also in proportion to the extent and value of said complainant's mill and water power of advantage to him; and that the said complainant never gave said defendant any equivalent therefor.

And said defendants say, that they, by their regulation and control of the waters of said lake and river, do improve the water powers of the Winnipiseogee river, as well as of the Merrimac river, and do not damage the water power of said first-named river using the said lake as a reservoir to supply both of said rivers, according to the true intent and meaning of the said act of July 10th, 1846, and said petition, and in pursuance also of their rights under the laws of New Hampshire. And the defendants further answering say, that though the petition of the directors of the Lake Company, addressed to the legislature of New Hampshire, and a copy of which is annexed to said complainant's bill, does not ask of said legislature the particular power to draw off, discharge and hold back, regulate or control the waters of the lake and river Winnipiseogee, it does ask said legislature to grant the power of holding an additional capital to meet the claims of the country where it is situated, and other portions of the country connected therewith for manufacturing and other improvements; and that it was the intention of the legislature to grant to the defendants, and said legislature does grant to them, power to acquire and hold in said State, such real and personal estate, not exceeding in the whole one million of dollars, as might be necessary to improve the Winnipiseogee, Pemigewassett, and Merrimac rivers, and for that purpose to make such contracts and grants, to and with the proprietors and owners of lands, mills, and mill privileges on the said rivers, and their tributary streams and waters, as may be necessary to accomplish these objects; and that all individuals and corporations owning mills or mill privileges upon either of the said rivers, or their tributary waters, might subscribe for and own stock in said corporation. And the said defendants submit to this honorable court, that in and by said act, said Lake Company is authorized not only to carry on the business of manufacturing, but also that of improving the water-power of all the said rivers and their waters and tributary streams.

And said defendants say that, at the time of the granting of said act of incorporation, they had no mills or machinery upon the said Pemigewassett or Merrimac rivers, their heads or tributary waters, but that in pursuance of said act, they made extensive purchases of real estate upon said rivers or their waters, as well as upon said Winnipiseogee river, for the purpose of improving the water power thereof; and that the said State and the proper authorities thereof have instituted no proceeding against said company, and made no complaint, for the reasons that they have exceeded the powers given them by said charter and additional act. And in answer to what is

said in said bill of complaint, in relation to said company's abandonment of all manufacturing business on their own account, the defendants answer that in their belief this is a subject which in no way concerns said complainant, in which he has no claim to represent said State, or the constituted authorities thereof, and that they are not bound to make any answer thereto, but they say that they not only own manufacturing establishments, in which the business of manufacturing cotton and woollen has been generally carried on by their tenants, and that they furnish, by means of their improvements, water power to manufacture cotton and woollen to establishments on said Winnipiseogee and Merrimac rivers, of some of which the owners in stock in said Lake Company are also part owners, but that they have also kept and now keep various mills in operation upon their own account, upon said Winnipiseogee river, and several branches of said Merrimac river. And said defendants say that they have expended about three hundred thousand dollars in purchases of lands and property upon said rivers and their heads, and said lakes, and in improving the same, and the water power aforesaid, all of which has, as they believe, been in strict conformity to their said acts of incorporation, and to the laws of said State, and to the injury of no individual to whom ample remuneration has not been made, and that they have not seized upon the waters of the Winnipiseogee, in order to use the same as a reservoir, but have acquired all the rights they claim or have exercised therein by said acts of the legislature, and by fair and legal purchases thereof. And though true it is, that said complainant quite recently, and not earlier, as the defendants believe, than the year 1854 or 1855, began to make some complaints that he had not been applied to to sell the rights he claimed, in respect to the operations of the defendants, yet he made no complaint, and gave no notice of any kind to the defendants, until after they had expended a sum of nearly three hundred thousand dollars in making said purchases and improvements, and until after they had made the said excavation at said Weirs, and completed said new dam, and had used said lake occasionally for several years as a reservoir, drawing water from the same, and retaining the water therein in case of freshets and high water; nor has said complainant, at any time, complained or given notice to said defendants, before the bringing of his bill, that there was any actual retarding or interference by them of the operation of his said mill, either by an excess or a scarcity of water. And the said defendant further answering admits, that a certain tract of land on the Laconia (formerly Meredith) side of the Winnipiseogee river, and lying on the margin of the river, between Little bay and Sanbornton bay, was formerly owned by Stephen Perley; and that said complainant's said premises are a part of said land, and that said Perley built a dam (or part thereof) and mills thereupon; but the defendant denies that said Perley afterwards sold out the mills and water rights conveying all the water

power of the aforesaid dam at Meredith bridge, having Little bay as its head of water, but says that Perley sold to several different persons the several mills which he owned at said dam, conveying to each purchaser only a limited amount of water, to be used with each mill, and less in all than the entire water power created by said dam, and retaining the water power and water rights not so sold by him; and that in the year 1846 he conveyed to said defendants the said balance of water power and rights.

And that the said Perley sold to one Daniel Tucker, a certain blacksmith shop, with the right to draw water through a certain flume from said dam, sufficient to carry a trip-hammer and bellows, and the mill and water power and premises claimed by the demandant are part, and as said defendants believe one-half or less of the real estate and water power so conveyed by said Daniel Tucker and that said complainant and one F. Worster Boynton, who is the owner of the balance of said real estate and water power, have, as said defendant is informed and believes, for a long time used, and do now use, when their mills are in operation, much more water power than they are legally entitled to under said conveyance from said Perley to said Tucker, under which they derive their title. And said defendants admit that said Perley cut a canal across his own land from said Little bay, above said dam, to a point on the river below said dam at (or near) the entrance into Sanbornton bay; but they say that said Perley did not cut said canal wrongfully, but rightfully, and that he cut the same over thirty years, and as they are informed and believe, nearly forty years before the filing of the complainant's bill. And they admit that said canal was 16 feet wide, forty or fifty rods from its mouth or inlet at Little bay, and that by it water is drawn from Little bay above the premises of said complainant, and is discharged into the river near the entrance into Sanbornton bay below said premises. And said defendants say that near the head or inlet of said canal, and near said Little bay, there was a structure consisting of planking, laid flat upon the bottom of said canal, called an apron, and of about the same depth or level with the bottom of said canal in other places, and which was provided with arrangements, by which, by setting planks perpendicularly upon said apron, resting against a joist or plank fastened to said apron, and a stick of timber above the same, the water could be shut out temporarily from said canal, for the purpose of repairs, or some similar temporary purpose, and the defendants say that the same was used only for such purposes, and that ordinarily the water flowed without hindrance or obstruction into said canal at all common stages of the water, and that said structure was neither called nor designed to answer the purposes of a dam, but on the contrary the water rested against bulk-heads fifty or sixty rods or more below, where the same was drawn through gates for the use of the mills, which were situated upon that part of the canal. And though it is true that the said apron was not so low

as the bottom of the river or gateways through which the water was drawn for said mills, so that the water must stand at a certain height on said dam before it would flow into said canal, yet it is true that at all common stages of the water, and whenever there was enough above said dam to operate with their usual head the mills at said dam, the water would flow into said canal for the use of the mills upon the same.

And the said defendants, having purchased of said Perley his said remaining rights and water power at said dam and said canal, and the mills upon the same in the year 1846, have deepened the shoalest part of the channel of said canal, as they believe about one foot, leaving it in other places, and for a considerable part of its length, without any deepening, and have not removed but have seen to about the same extent the said apron at its mouth, by means of which a larger quantity of water than formerly is admitted into said canal, and that by reason thereof said canal is kept more constantly full and a greater head of water maintained at the bulkheads of the mills upon the same than was formerly maintained, as the water in said canal in consequence of the shallowness of the water, and the length of said canal, would formerly, at times, fall or have a descent upon its surface, so that the proper head was lost at said mills, and the same was consequently used disadvantageously, and more water was at such times required to produce the same effect than since the said deepening, when the head has been more uniformly kept up at said mills. And the defendants deny that they have drawn more water through said canal since than they did before the deepening thereof, and they assent that they have the right at any time when the same may be found necessary, by virtue of their said conveyance from said Perley as against said complainant, to draw through said canal all the water in the mill-pond at said dam on the Laconia side, which the said Perley did not specially convey as before mentioned, when he sold said mills.

And said defendants denies that said complainant has ever been in any way injured or his rights impaired by the original opening, or by deepening, or by the use of said canal, or that the same was a trespass upon the rights of any mill-owner at said dam; and says that said Perley, when he sold said canal and mills to the defendants, had a perfect right to draw water through the same, not only as an original owner of water power at said dam, which he had never conveyed, but by prescription, he having had the quiet, uninterrupted, and peaceable use thereof for more than twenty years. And said defendant says that it has not increased the quantity of water flowing through said canal, and that it does not threaten to increase the dimensions of said canal, though they conceive that it has a perfect right to do so, provided it does not increase the quantity of water discharged thereby, to the injury of said complainant or other owners of mills or water power.

And the defendant says that it does not know from its knowledge, information, belief, or otherwise, when the plan of building the city of Lawrence was formed by persons in Massachusetts, and of making it a manufacturing city, but they believe it to have been before the year 1845, and said defendant does not know from its knowledge, information, or belief, or otherwise, how far this scheme was one of private speculation only, though it supposes that the projectors of the plan of building this manufacturing city, while principally influenced by motives of private interest, sought to do it in a manner that would at the same time promote the public and general good, and said defendant believes that such has been the result of the successful prosecution of their enterprise. And the Essex Company, a corporation erected and existing by virtue of laws of the State of Massachusetts, and at present having an agent and an office, and doing business in the city of Lawrence and State of Massachusetts, was a large owner of lands and water power in said contemplated city of Lawrence, and engaged in the speculation of building said city.

And the parties interested in said speculation were fully aware that the Merrimac river, on the banks of which said city is built, was for several weeks lower in dry seasons and in times of drought than at other times. But the defendant denies that said persons could have been aware that there was a deficiency of water, or of motive power, at said Lawrence, in consequence of said river being subject to drought, for several weeks, almost every season, or at any time in any season, because said defendant says that it is not true that there has been at any time, since said city was built, any deficiency of motive power for propelling the machinery, a very large amount of which has been put in operation at said city; but, on the contrary, it is true, that there has been motive power, independently of any water drawn from any lakes or reservoirs upon and above said Winnipiseogee river, at all times for said machinery. And the defendant says that the proprietors of manufacturing establishments in the city of Lowell, situated on the Merrimac river, had already suffered some inconvenience and loss by the retarding, though not by the stoppage, of their works, occasioned by the loss of motive power caused by occasional droughts and low states of the water in particular seasons, and to remedy such inconvenience and loss, and to enhance the value of property, and to increase and improve the manufacturing interests in the said city of Lowell, and to prevent the industrious classes therein from being thrown out of employment, and to guard against any future failure of motive power in said contemplated city of Lawrence, the parties interested in manufacturing in those cities formed the further scheme, confidently believing, what experience has shown to be true, that they could relieve themselves by it from any of the said actual or anticipated inconveniences, and thus considerably benefit themselves, while at the same they in no way injured, but incidentally benefited, other persons, who, like this com-

plainant, owned establishments operated by water power upon said rivers, to obtain possession by fair and open purchase, for a full and adequate consideration actually paid, under the sanction and authority of the legislature of New Hampshire, of the outlets of the said Winnipiseogee lake, and other waters in New Hampshire, and to hold and use the said lakes as reservoirs to supply the Winnipiseogee and Merrimac rivers in times of drought; but they say that no scheme was ever entertained, or carried into operation, of using said lakes and waters as reservoirs, except to such extent and in such manner as it could be done without infringing the right or injuring the property of any person. And the defendant says, the said petitioners to the State of New Hampshire, viz.: Abbott Lawrence, N. Appleton, Ignatius Sargent, and Charles S. Storrow were, as directors of said Lake Company, the stock in which was agreed to be held by said Essex Company, and by a company at said Lowell, in which the manufacturing companies at that city were concerned, interested in the building up and prosperity of the manufacturing establishments in said cities, and in said cities themselves, but what other and further interest said petitioners may have had therein this defendant does not know, nor has it any information upon the subject, though this defendant believes that some of them may have been stockholders in said Essex Company, and in some of the manufacturing companies at Lowell, and in pursuance of the purposes, and to carry out the objects already stated in this answer, and for no other or different purpose, in pursuance of an understanding and agreement entered into by and between the parties engaged in said purpose, who were authorized and empowered so to do by said act of the legislature of New Hampshire, passed in 1846, the stock and property of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company was purchased, and said petitioners were made directors in said corporation. And that the better and more conveniently to enable them to execute their purposes, as aforesaid, the said petitioners, on behalf of the persons interested, caused the said petition to be presented to the legislature of New Hampshire, which after due deliberation, believing that the public good required that the prayer thereof should be granted, passed the said act of the 10th of July, 1846, granting to said Winnipiseogee Lake Cotton and Woollen Manufacturing Company authority to increase its capital stock, and the privilege that the stock of said company might be held by other corporations.

And the said defendant says, that the said directors made, by petition or otherwise, no representations to the legislature other than those which will appear by their said petition, which is annexed to said complainant's bill. And this defendant denies that said directors and others, or their agents or employees, made any representation to the members of the legislature, to the effect that it was the intention of the said petitioners and their associates to invest large

sums of money for the purpose of manufacturing on the said Winnipiseogee river and other waters in New Hampshire.

And whether they represented to said members that it was their intention to invest large sums of money to improve the water power of said river they do not know, but they deny that it was represented by them that they had any intention of manufacturing upon said river.

And they deny that they made any deceptive and false representations of this or any other import, and they further say that said complainant, who was not a citizen of New Hampshire, nor engaged in any manufacturing or other business in that State, and who then held and now holds no public office or capacity therein giving him authority to proceed against said corporation in order to vacate their charter, has no right to call collaterally in question its validity, and that the allegations in his bill on that subject are irregular and impertinent, and require no further answer from these defendants.

And the defendant says it was the intention of said petitioners, and of said company, to improve the water power of said Winnipiseogee river and the Merrimac river, and their waters, according to said act of July 10th, 1846, and that they have actually improved the same accordingly; and that in the accomplishment thereof, they obtained possession, by fair and legal purchase, as before stated, of the outlet of said Winnipiseogee lake, not for the purpose, or with an agreement or understanding among themselves, that they would use, regulate, and control the waters of the said lake and river wholly and solely for the purpose of supplying the Merrimac river in time of drought, for the benefit of the private speculations of the said petitioners and others, and for the benefit, profit, and advantage of the manufacturing establishments or towns situated on said Merrimac river below its junction with the Winnipiseogee river, and chiefly for the benefit, profit, and advantage of the cities of Lowell and Lawrence, or of the manufacturing establishments therein, or to be erected therein; but, on the other hand, they say that the purpose, agreement, and intention of said petitioners, their associates and agents, was to use, regulate, and control the waters of said Winnipiseogee lake, and other lakes, and of the rivers connected therewith, for the purpose of improving the water power upon the water falls and privileges purchased by them on said rivers in New Hampshire, as well as on the Merrimac river, in Massachusetts, and for the advantage of their mills and works driven by the water power of said rivers, as well as of the manufacturing establishments and the cities of Lowell and Lawrence, which, though of private advantage to said petitioners and their associates, or some of them, were also highly advantageous to the owners of other mills and water power owned by other parties on said Merrimac and other rivers, and also of great public importance and benefit.

And said defendants further answering admit that the Essex Com-

pany having an office and agent at said Lawrence, and the proprietors of the locks and canals on the Merrimac river having an office and an agent at Lowell, both of them corporations existing under and by virtue of the laws of the State of Massachusetts, are at this time and have for several years now last past been the sole owners of the capital stock of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, and that said stock was conveyed to them by consent and agreement with the said petitioners, directors in the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, and others, and is held by them with the intention, agreement, understanding, and condition that they shall make use of the corporate name and privileges of said Lake Company to keep and maintain the rights and property granted by the charter to the stockholders thereof, and the possession, control, and regulation of the waters of said lake and river Winnipiseogee, to supply, not the Merrimac river only but the said Winnipiseogee river and the other rivers connected with other reservoirs for the common benefit of themselves and others interested with them in the waters of said rivers; but that said possession and control was to be held and exercised only so far as authorized by the charter of said company, and so far as the same could be done without injury to the rights of individuals.

And the defendants admit that said corporations, who are the sole stockholders as aforesaid in said Lake Company, have the control and direction of said Lake Company and its agents to this extent and no further, that they have and exercise the power of choosing the officers and agents of said Lake Company, and of adopting, agreeably to its charter, by-laws, for its government.

And said defendants admit that the regulation of the waters of said lake and river is under the control of an agent of said locks and canal, who is appointed by the directors of said Lake Company, to control and give directions in relation to the same when he thinks it necessary to do so for the interest of the stockholders of said company, but the defendants aver that in fact a large part of the management of said lake and river is left with the agents of said Lake Company; and said waters are regulated in obedience to the instructions of said agent of said locks and canals, appointed as aforesaid, whenever he thinks it necessary to give such instructions; but the defendants deny that said instructions so given and received are regulated by the condition and stage of the water in the Merrimac river at Lowell only, but they say that said instructions are regulated by the condition and stage of the water not only in the Merrimac river at Lowell but by their condition and stage in the said lake and the other lakes and reservoirs and in the Winnipiseogee and other rivers, and are carefully so regulated as not wrongfully to interfere with the rights or lawful business and pursuits of persons having mills, water power, or other rights upon said rivers. And the defendants admit that whenever and as often as requested thereto by such

person or persons as are appointed for that purpose, the said Lake Company, by its agents at Gilford, causes the water to be held back or drawn off and discharged as requested.

And said defendants admit that they have not made any contract, bargain, or grant with said complainant, or with any one for him, with reference to the said land, mill privilege, or water power aforesaid, to which he claims title, nor has such complainant, nor any one for him or on his behalf, made any contract or grant to the said defendants or either of them or any one for them of the said land, mill, mill privilege, or water power; nor have the said defendants or either of them, or any one for them, by consent, purchase, grant, or otherwise, acquired from said complainant, or for any one for him or on his behalf, any right in any manner to use, improve, control, regulate, or direct the waters of the lake and river as aforesaid, which would naturally flow by said complainant's premises, other than the rights which said defendants have acquired by possession and prescription, and the long enjoyment and management of said lake and river as hereinbefore set forth.

And the said defendants deny that they have in any manner or instance acknowledged by their agent or otherwise that their acts and doings are either illegal, aggressive, or a trespass upon the property and rights of said complainants, though it is true that they, without admitting any violation on their part of any right of said complainant once offered, by way of terminating all controversy between them, to pay him a sum for the release of all past pretended claims, and of all similar claims for the future arising from the management of said water by the defendants, which should be proportionate to the amount paid by them as aforesaid to the other owners of property at said Avery dam, and which would have exceeded the whole value of his said property, which he was, however, according to said offer, to have retained; but said complainant, designing as said defendants believe, to attempt to compel them to pay a very exorbitant and enormous sum for his alleged rights and property, declined to accept said offer, but the defendants deny that in making said offer, or on any other occasion, they have admitted that they had committed any wrongful act to the said property of said defendant. And the defendants deny that they have exercised any forcible possession, control, or regulation of said lake and river, or any other than a lawful possession control, and regulation as before stated in this answer. And it is true that said defendants have from time to time, as they lawfully might, purchased sites, mills, and mill privileges, not before nor originally owned by them; that they have in one or perhaps in two instances permitted mills so purchased, and which were of little value or use, to lie waste, or have removed them, and that in other instances they have resold and leased mills at low rates, reserving to themselves the right of regulating the water connected therewith, though in many more instances they have added to and increased, either directly

or by leases of water power, the number and value of mills and machinery upon said river. And said defendants admit that they have compromised suits and paid heavy damages or compensations for the privilege of so regulating the water of said Winnipiseogee river and lake, a copy of one of which compromises is annexed to said complainant's bill, marked "D.," relating to a part of the water power at the same dam where said complainant's premises are situated; and said complainant was not a party, nor any one for him, nor any one through whom said complainant derives title, to said compromise; and the defendants say that said agreement and compromise was entered into by the parties thereto to settle and terminate several actions brought by the owners of said Avery dam, other than said complainant, or some of them, against said Lake Company, and several actions brought by said Lake Company against said owners or some of them, arising from controversies between them in respect not only to the discharging and withholding water from said Avery dam, but to the back flowage caused by said dam, and by the dams at said Union bridge and Lake village, upon lands, mills, and other property, many of them being subjects in which said complainant, as owning or claiming to own property at said Meredith bridge only, had no interest.

And said defendants aver, that instead of its being true that the control and regulation of the waters as aforesaid, if the same shall be continued, will almost entirely destroy the value, present and prospective, of the water powers of the whole line of the Winnipiseogee river, to the great damage of said complainant in the use and value of his said mill, mill privilege, and water power, and in the value, present, and prospective of other lands owned by said complainant at Meredith bridge (if any such are owned by said complainant, in relation to which said complainants have no knowledge, information, or belief), the truth is, that the control and regulation of said waters, in the manner in which they have been controlled and regulated by said defendants, and in the manner in which they propose and intend to control and regulate the same, will much improve and increase the water powers of the whole line of the Winnipiseogee and Merrimac rivers, and among others of the water power claimed by said complainant, by preventing the excessive and inconvenient flow of the water in freshets and floods, and the failure and deficiency of the water in time of drouths.

And this defendant denies all, and all manner of unlawful combination and confederacy, wherewith he is by said bill charged, without this, that there is any other matter, cause, or thing in the said complainant's bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided, or denied, is true, to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be

hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

The Winnipiseogee Lake Cotton and Woollen Manufac-
[L. S.] turing Company, by their agent, James Bell, who has hereunto affixed the seal of the Company.

JAMES BELL,
Solicitor for Defendant.

And on the twenty-sixth day of May, A.D. 1856, the said Parker comes and files his replication in this cause, as follows:

This repliant, saving and reserving unto himself all, and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

DANIEL M. CHRISTIE,
Solicitor for said Complainant.

And on the fourth day of August, A.D. 1856, comes the said John A. Parker, moves the court for leave to withdraw the general replication by him heretofore filed in the above action, and to amend his said bill of complaint by inserting after the words "Meredith bridge aforesaid," in the 66th folio thereof, the following words, to wit:

"And your orator further represents, that to the damage to your orator in the use and value of his said premises in the bill of complaint above described, and of his mill, mill privilege, and water power, by reason of the above-mentioned wrongful acts and doings of the defendants, exceeds the amount of three thousand dollars."

DANIEL M. CHRISTIE,
Counsel for Complainant.

Which motion being heard by the court here is, on the ninth day of October, A.D. 1856, denied and overruled. This cause came on for hearing upon bill, answer, replication, and proofs, and it appearing that the entire ground of relief prayed for in the bill of complaint, is denied in the answer and controverted in proof, and that the rights of the complainant, if any he has, in the matters in controversy, have not been ascertained and determined at law, and that the alleged acts and doings of the respondents, if in any respect pre-

judicial to any rights of the complainants, have caused only slight damage to the same, and those acts and doings have not occasioned, and are not of a character to occasion him any irreparable loss, it is therefore ordered, adjudged, and decreed, that the prayer of the bill of complaint for an injunction be denied, and that the bill of complaint be, and the same is hereby dismissed with costs, but without prejudice, and the costs allowed are taxed at three hundred and forty-one dollars and one cent.

From which said order and decree the said complainant claims an appeal at the Supreme Court of the United States next to be holden at the city of Washington, on the first Monday of December next. Which said appeal is allowed by the court here, and it is ordered that the said complainant file a bond to the defendants with sufficient sureties for the payment of such costs as may be adjudged against him on said appeal, in the sum of five hundred dollars, on or before the eighth day of October next. Which bond the complainant, on the 29th day of September, duly files according to said order, as follows: (see end.)

And the complainant, at the hearing of this cause, duly filed and exhibited to the court here the following depositions, documents, and exhibits.

I, Benjamin Parker, of Concord, in the county of Merrimac, and State of New Hampshire, testify and say in answer to the following interrogatories:

1. Do you know anything about a water power and mill privilege, at present owned by John A. Parker, situated at the dam in Laconia, formerly Meredith?

Ans. I do.

2. How long has he owned it?

Ans. By a memorandum I have of it, he has owned it since August, 1832.

3. Did John A. Parker convey the same premises to you in 1839?

Ans. He did, as trustee, November 14, 1839, in conjunction with his wife, Catharine J. Parker.

4. For what purpose did you hold the title as trustee?

Ans. As collateral security for money due me, and for liabilities.

5. How long did you hold it?

Ans. I held it from November, 1839, to October, 1854.

6. From 1839 to 1854, who had the right, and who did receive the rents and profits, as far as you know?

Ans. My brother, John A. Parker.

7. Did you ever assume any control of the property, or receive any benefit or profit from it?

Ans. Never.

8. Who did direct and control the management of the property?

Ans. John A. Parker.

9. To whom did you convey this property, October 20th, 1854?

Ans. To Catherine J. Parker, wife of John A. Parker.

10. For what reason did you convey to her?

Ans. For the reason that, when the trusteeship was closed, I conveyed the property to her, as I thought it my duty to do so.

11. Had you any directions from John A. Parker so to convey it?

Ans. None, that I recollect.

12. Did she reconvey the property to you as having been conveyed to her in error, and without consideration?

Ans. She did, in June, 1855; consideration, one dollar.

13. Did you, then, convey it to John A. Parker, the complainant in this case?

Ans. I did, for the consideration of one dollar, and from being released from a liability to the Concord Savings Bank, for the sum of five hundred dollars, which ended all liabilities on my part, for which I held the property in trust.

BENJAMIN PARKER.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 18th, 1857.

Personally the said Benjamin Parker, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled twenty-eight miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, James Gordon, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. What is your age?

Ans. Sixty years.

2. How far is your residence from the outlet of Winnipiseogee lake, called the Weirs?

Ans. I live at the Weirs.

3. How long have you resided there?

Ans. Forty years.

4. What is about the length of the outlet or channel called the Weirs?

Ans. I should say fifty rods.

5. How long back do you recollect the condition of these waters (the Winnipiseogee lake and Long bay), and the channel between them, called the Weirs?

Ans. I remember it ever since my residence there.

6. Which was formerly the highest, the water in Long bay, or in the lake?

Ans. The water in the lake.

7. How much the highest?

Ans. About four feet.

8. At what time do you refer?

Ans. From my first acquaintance there 1819.

9. What change then took place in the condition of these waters?

Ans. The mill then at the Weirs ceased to operate. The dam at the Weirs was permitted to go to decay, and the waters in Long bay and the lake were nearer upon a level.

10. Do you know when the dam at Lake village, at the foot of Long bay, was first built? If so, tell as near as you can.

Ans. The wing-dams were put up in 1832,—that had a tendency to check the waters in the bay. The dam across the river was put up in 1835, I think.

11. Do you recollect whether any dam was built at Lake village about the year 1829? If so, describe it.

Ans. There was some alterations of the dam at Lake village about that time by extending the wings up river.

12. State whether or not those alterations raised the water in Long bay?

Ans. I think not materially.

13. What is the comparative height of the water in Long bay and in the lake ordinarily at this time and for several years past?

Ans. I think there is no material difference; there is a slight current.

14. At what time was the water in Long bay so raised that there was no material or apparent difference between the height of the water in Long bay and the lake?

Ans. I think the year 1835.

15. By what means was the water so raised in Long bay?

Ans. By running a permanent dam across the river at Lake village, which was three feet and eight inches higher than the wing-dams.

16. State whether or not it was in the power of the owners of the dam at Lake village to regulate the height of the water in the lake by means of the dam before raising the dam in 1835?

Ans. It was not.

17. Could they do anything more than simply to regulate the height of water in Long bay as it flowed out of the lake above; if so, what?

Ans. That was all they could do.

18. In what manner was the water used at Lake village after raising the dam in 1835? and what was it used for?

Ans. The water was used for the purpose of operating the mills.

19. Was the water used for any other purpose?

Ans. The waste-gates were opened to supply the mills below, and to regulate the height of the water in the lake.

20. To what time do you refer when the waste-gates were opened, as you have stated?

Ans. Every year from 1835 to the present time.

21. Do you know, or not know, whether, from 1835 down to the present time the waste-gates have been opened for any other purpose than to supply mills on this river?

Ans. I cannot say, from my own knowledge.

22. In what way are you able to state that the waste-gates were opened, from 1835 down to the present time, to supply the mills below? From what source do you derive your knowledge?

Ans. I have seen the waste-gates raised, and the height of the water in the lake reduced, and the waters below the Long bay raised, so that it was difficult to use the mill at Lake village.

23. When was the earliest time you saw what you have stated in your last answer?

Ans. I think it was in 1836 or 1837.

24. Do you know anything about excavations in the channel at the Weirs since 1846, or thereabouts?

Ans. None in the channel; but I have known of excavations in the flats above.

25. State whether you have at any time had, since 1846, anything to do with digging out the channel at or near the Weirs; if so, when and what?

Ans. I have not.

26. Do you know whether the channel at the Weirs has been dug out by any persons, or whether there have been operations upon it since 1846?

Ans. There have been no excavations in the channel, as I understand it, but there have been excavations above, and a large rock removed.

27. What mills do you mean, as stated in your answer to the 19th question, by the words "mills below?"

Ans. I meant the mills in Lowell.

28. What have been the effects of excavations since 1846, in relation to flowing a greater or less quantity of water from the lake into Long bay?

Ans. They have had the effect of reducing the water in dry times in the lake more than at any time previous, during my acquaintance there.

29. How much lower have you known the lake to be since the excavations, than you ever knew it before?

Ans. I am unable, from my own knowledge, to state how much the lake has fallen in feet and inches, but the water has so receded that I have been able to walk twenty-five paces from the shore since the

excavations, where there was always water before, and good bathing ground.

30. When did you know the water so low, as stated in your last answer, and have you known it to be so more than once?

Ans. I think in the year 1854. I have never known it so low since.

31. Have you or not more than once since the excavations, known the water in the lake to be lower than you have ever known it before the excavations? State all the times you can recollect.

Ans. I think I can safely say that the water has always been lower in the fall of the year, since the excavations.

32. State whether the low condition of the lake has been during the dry seasons of the year, or at other times?

Ans. The low condition of the lake has been at the driest season of the year.

33. Was the low condition of the lake produced by excessive discharge of water at the time through the dam at Lake village, or other causes?

Ans. The discharge of the water through the dam at Lake village was the cause of the low state of the water of the lake.

34. What was the effect of the excessive discharges spoken of in the last question upon the water in the river below the dam at Lake village?

Ans. The tendency was to flow the Sound bay below the dam, and flood the river below.

35. Has the management of the dam, and the regulation of the water at Lake village since 1846, been the same as before that time? If different, in what respect has it differed, so far as you know?

Ans. It has been different. The water has been kept higher in the Long bay, and higher in the river below, when the floodgates were opened.

Upon being cross-examined by defendants, the deponent saith, in answer to the following interrogatories:

1. State whether Long bay is above or below Lake village?

Ans. Above.

2. When and by whom was the first excavation made at the outlet of the lake?

Ans. In 1832, and I think by Stephen C. Lyford. Mr. Lyford owned the privilege on the Gilford side.

3. Before the excavations at the outlet of the lake, and the erection of the dam at Lake village, what portion of each year were the mills at Meredith bridge actually run?

Ans. I cannot tell.

4. State whether the water in the river, before said excavations,

was or not, at times, so low that a person could cross it on the stones without wetting the feet?

Ans. I have crossed the end of Long bay, on rocks, at the upper end, without wetting my feet.

5. State whether you ever knew any efforts made at the Weirs to increase the flow of the water from the lake prior to the excavation aforesaid, and prior to the erection of the dam at Lake village, for the benefit of the mills at Meredith bridge?

Ans. I have known such efforts made as early as 1821, at the request of Mr. Avery. I threw out such stones as I could handle, at his request, for an hour or two, to let the water pass more freely to his factory at Meredith bridge.

6. If you have ever had occasion to be served at any of the mills at Lake village, and could not be accommodated, state when it was, and the cause?

Ans. Before the excavation, I was never troubled to get a grist ground; since the excavation, I have been hindered.

Upon hearing the deposition read, the deponent corrects his answer to the 24th question, by saying, that the principal excavation took place in the winter of 1847–8, to the depth of about four feet in the channel, and that I was mistaken as to dates.

JAMES GORDON.

District of New Hampshire, Belknap County, *ss.*

August 18th, 1857.

Personally appeared the said James Gordon, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled seven miles and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Augustus Doe, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. What is your age?

Ans. Forty-nine years.

2. How far do you reside from the outlet of lake Winnipiseogee, called the Weirs?

Ans. About a third of a mile. I have resided there twenty-five years.

3. For how long back do you remember the condition of the waters of the lake and Long bay, and of the channel between them, called the Weirs?

Ans. I have been familiar with them ever since I was five years old.

4. State whether or not the water in Long bay was formerly lower than in the lake; if so, about how much lower?

Ans. I never made any survey, but should judge that the water in the bay was three feet and eight inches lower than the lake; this is what it was always called.

5. Down to what year did this difference exist in the waters of the lake and of Long bay?

Ans. I know it was so in 1832, and perhaps later. I cannot fix the year when the change took place. It might have been as late as 1836 or 1837.

6. In what way are you able to state it was as late as 1832, or later?

Ans. I did work on the river in 1832, clearing out rocks in the channel; then there was a swift current in the channel, and the water in the river was as it had been for many years.

7. Are you certain that this was in 1832?

Ans. I think I am.

8. At whose request did you do this work spoken of, and for what purpose was it done?

Ans. I was employed by Stephen C. Lyford. My impression then and now is, that the purpose was to run logs down. A steamboat was built after that time, and it was necessary to deepen the channel to get her into the lake.

9. Are you able to state whether work was done more than once, in clearing out the channel, not far from that time?

Ans. There was labor done about that time in clearing out the channel twice; it might have been two or three years apart.

10. Can you state which was the earliest—the time when you assisted in clearing out the channel, or the other time?

Ans. I was engaged the first time.

11. State, according to your best recollection, how long it was from the time you assisted till the second time work was done there?

Ans. According to my recollection, it was from two to four years.

12. Was there or not the same difference in the height of the water, in the lake and in Long bay, when the last out clearing out was done, that there was at the time you did the work there for Mr. Lyford?

Ans. I don't know.

13. What is the comparative height of the water in the lake and in Long bay ordinarily at this time, and what has it been for several years past? Is one higher than the other? If so, which?

Ans. I suppose the lake to be a trifle higher than the bay now, and has been so for several years past.

14. State the amount of difference as near as you are able?

Ans. It varies very often; sometimes not an inch difference, at other times six or eight inches, or a foot or more, even; but this occurs when they hoist the waste-gate at Lake village, to let off the water.

15. When was the first time that you saw the water in the bay as high, or nearly as high, as in the lake, and what was the cause that produced the change?

Ans. I cannot tell the year I first saw it; it was between 1835 and 1840, but I cannot. The change was caused by a dam erected at Lake village.

16. Was this dam erected before or after the time when the channel at the Weirs was cleared out the second time, as stated by you?

Ans. My impression is the dam was built after.

17. State, according to your best recollection, how long a time there was between the time when you did the clearing out of the channel, and the time when the dam spoken of was erected?

Ans. I have no dates to help me, but it was after the clearing out the dam was built, perhaps seven years, or it may be less, four or five years; I cannot tell.

18. Do you know for what purpose the second clearing out of which you have spoken was made?

Ans. My impression is, 'twas to get up the steamboat from Lake village.

19. To what extent did the dam you have spoken of raise the water in Long bay? Did it raise it more or less than the difference of three feet and eight inches, to which you have alluded?

Ans. After the dam spoken of was built, it made it still water betwixt the bay and the lake; and if I was correct in the estimate I alluded to, of there being a fall of three feet and eight inches, the dam raised the water in the bay to that extent.

20. Did or not this dam also raise the water in the lake?

Ans. I think so.

21. How was the water from Long bay used, between the time when this dam was erected and the year 1846?

Ans. It was used to operate the mills, so far as I had any knowledge, at Lake village.

22. Did you ever hear of the water being used for any other purpose before the time when the late James Bell took charge of the operations of the Lake Company, so called, and became their agent?

Note.—This question is objected to by defendants' counsel as hearsay, and therefore incompetent.

Ans. I don't know what time Mr. Bell took charge, but after it passed into the hands of the Lawrence Company, I first heard it was to be used for a different purpose.

23. State whether or not you have since seen the water let out at the Lake village dam, without being used by the mills there? If so, to what extent have you seen it so let out?

Ans. I have seen the water so let out. I don't know the width of the wasteway nor the depth of the water, and cannot answer as to the quantity of water so let out.

24. Will you state when Lake Winnipiseogee was the lowest that you ever knew it?

Ans. I could fix the year at home, but was in 1853 or 1854; it was a dry time, but not a greater drought than I had known.

25. How much lower was the water at this time than you ever knew it to be, before the erection of the dam, which you have spoken of as being erected not many years after 1832?

Ans. I am unable to state precisely; but this year, when I kept my boat near the shore of the lake, and where I was accustomed to load and unload my scow usually, the water had receded, and it was dry land. I have been accustomed to boat it every year, more or less, for thirty years; the boat was 20 tons burden, and drew eighteen inches of water.

26. Was or not the water of the lake drawn down lower, after the title passed into the Lawrence Company's hands than it had been before? If so, how often did this occur? Did it occur every year, or only a part of the time?

Ans. The water was drawn down lower after it came into the hands of the Lawrence Company; with the exception of one or two years, the water of the lake has been lower since than before. I am not positive about these exceptions of one or two years.

27. Can you fix the date since which you mean to say the water has been lower almost every year than it formerly was?

Ans. I can fix the date only from the last excavation, which was seven or eight years since the dam was built.

28. State the year near as you can?

Ans. For the most part, for the last fifteen years; in some years much lower than others.

29. When were the last excavations made?

Ans. I am not able to say. I think I have seen work going on there with a machine in the fall of two or three years, within the last ten years, deepening the channel.

30. State whether or not the water of the lake has been drawn lower almost every year since the last excavations, than it had been before?

Ans. Yes, I think the water has been drawn lower since the last excavations than ever before.

31. Was the clearing out in the channel at which you assisted of such a character that the lake could be drawn down lower after than before? The same question in relation to the clearing out made not long after the one made by you?

Ans. I think the lake could not be drawn lower after the excavations I assisted in, than it could be before. There was a bar above the channel, below which the water could not run lower. I gave the same answer to the second branch of the question.

32. Has, or not, the bar referred to, been since removed? If so, by whom, and when?

Ans. The bar has been partially removed by an excavating machine operated by steam. It was done by the Lawrence Company, some time within ten years, or the Lake Company, of which Mr. Bell was the agent.

On cross-examination, by defendant's counsel, the deponent says, in answer tc the following interrogatories:

1. If any person owning or claiming to own any mill privilege, or the right to use any water power below the outlet of the lake, made any objections to the deepening the channels in 1832, or about that time, state who made such objections, and when they were made?

Ans. I have no recollection of hearing any objections made at that time to the excavations made at that time or since.

Direct Examination resumed.

Question by complainant.

33. By the work which you did at the Weirs, in 1832, did you deepen the channel any?

Ans. I think we did not; what we did was to remove stones lying in the bed of the river.

AUGUSTUS DOE.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 19th, 1857.

Personally appeared the said Augustus Doe, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled seven miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, John Davis, 2d, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. What is your age?

Answer. Forty-eight years.

2. Do you reside at Lake village? How long have you resided there? At what distance from Lake village did you reside before you went there to live? Was you or not often at Lake village before you went there to reside?

Ans. I do reside at Lake village, and have lived there twenty-two years. Before I went to live at Lake village, I resided about five miles from that place, but was often there milling and logging.

3. In what business have you been engaged since you have resided in Lake village?

Ans. I have carried on the saw mill. In 1835, I was chosen agent of the Lake Company; in July next following, I carried on the lumbering business, sawing in the company's mill. In 1841, I was chosen agent again of said company, and remained agent there until the company changed hands in 1845. Since then I have lumbered, using the company's mill. I was a portion of the time a director in the company, but cannot tell when, or how long.

4. Do you know the Batchelder and Lyford dam, at Lake village? Was you, or not, at any time employed to make any alteration in said dam? If so, when, who employed you, and gave you direction what to do? and what did you do?

Ans. I know the Batchelder and Lyford dam, at Lake village. In 1846, or 1847, I was employed by James Bell, late agent of the company, to put new timbers on the dam, and put in new planking across the river, and ordered to build it higher, and did build it from seven to eight inches higher, as directed.

5. What is the height of the present stone dam at Lake village, compared with the Lyford and Batchelder dam, before you made said alteration?

Ans. The cap piece of the dam is between two and three inches higher; as near as I could measure it this morning it was two and one half inches higher. The stone-work is eighteen inches higher than the stringers on the cap of the dam.

6. How was the water regulated prior to 1846, or 1847, at said dam? At what height was the water kept in said dam? Did you ever see it full before 1847? Did you ever see the water run over before that time?

Ans. By putting in and taking out plank in the Batchelder and Lyford dam. We did not intend to keep the dam filled, for fear of flowing the lake. I have no recollection of seeing it full but once before 1847, and never saw the water run over before that time.

7. When was it you saw the dam full, as you have stated, and on what occasion?

Ans. I cannot tell the year. It was raining, and I went out and took out a plank to let the water off. It was accidental that we omitted to take out the plank, and the high water gained upon us faster than we meant.

8. How near the top of said dam did you ever know the water kept for much length of time prior to 1847, and for how long a time?

Ans. We did not intend to have the water come nearer than within a foot of the top of the dam. It was from three to five months before it was down to a level with the top of the wings. The water falls gradually from its highest state down to the level of the wings.

9. Was not said dam kept full during any portion of each year from 1847, till the present stone dam was built in 1851? If so, during what time was it kept full?

Ans. The dam was kept full most of the time in the spring, say from March into July, until the present stone dam was built in 1851.

10. Has, or not, the stone dam been kept full in the same way as the Batchelder and Lyford dam was from 1847 to 1851?

Ans. I should think it had.

11. What do you mean by the stone dam being kept full? Do you mean to the top of the cap piece, higher or lower?

Ans. It was kept near the top of the cap piece.

12. Was there or not, prior to 1846, any wing-dams below the Batchelder and Lyford dam? If so, describe their position, height, and condition?

Ans. There was a wing-dam on both sides. The wing-dam on the west side was two or three feet lower than the main dam, and was a poor and leaky dam, about 20 to 25 rods long.

13. How was the water used to carry the machinery at Lake village? did it or not run through said wing-dams?

Ans. It run through the wing-dams.

14. How was the water regulated in said wing dams? Was it or not permitted to run into the wing dams at all times?

Ans. It was regulated by putting the planks in the dam at night, and taking them out in the morning; the water was permitted to run into the wing-dams at all times.

15. During what portion of each year, as near as you can tell, was the water in the Lyford and Batchelder dam kept higher than the top of the wing-dam, on the west side?

Ans. From three to five months. This was generally the case from 1835 to 1845.

16. Were the planks kept down at night, as you have mentioned, when the water in the main dam was no higher than in the wing-dam?

Ans. They were not.

17. Who had charge of taking up and putting down said plank during those ten years?

Ans. I, for the most part.

18. How was the water let down the river when there was more than was necessary to carry the mills?

Ans. By taking out plank in the wasteway, the water run down between the wings.

19. Was or not the water ever reduced down, in consequence of drought, with what was needed to carry the mills, so that there was not enough to carry the mills?

Ans. There was not, from the ten years from 1835 to 1845. Since then I have known the water so reduced by being drawn off that the mills could not be worked.

20. Was the water at said dam, prior to 1846, regulated or controlled for the use of any mill or privileges below said dam?

Note.—Objected to, as seeking an opinion.

Ans. Not to my knowledge.

21. What has been the condition of the water at the Lake village dam since 1846 or 1847, in relation to there being more or less than enough to carry the mills at that place?

Ans. After the waste-gates have been taken up, and the water drawn off, we had to stop sawing.

JOHN DAVIS, 2d.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 22d, 1857.

Personally appeared the said John Davis, 2d, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken, before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended one day, to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Nathan Batchelder, of Massachusetts, in the county of Hillsborough, testifiy and say, in answer to the following interrogatories:

1. What is your age?

Ans. Sixty-eight years.

2. Did you formerly reside at Lake village? How long did you reside there?

I did, and lived there about thirteen years.

3. In what business was you engaged while you resided at Lake village?

Ans. The first two or three years I did but little, worked the saw mill some, and bought and sold cattle; I owned the west side of the river then, and built a dam in 1829, and built a second saw mill in 1832 or 1833; afterwards, in 1836, I built a cotton mill and operated one-half of it for about a year, and then sold out a part of my interest.

4. Did you build said dam alone, or with some other person?

Ans. Stephen C. Lyford built one-half of the dam.

5. Was or not said dam higher than any former dam? if so, how much higher was it than the dam that had previously existed?

Ans. It was from four to six feet higher than any former dam, as near as I can recollect.

6. Was said high dam erected wholly or in part for the use of any mill or privilege below Lake village, or was it wholly for the use of the Lake village mills?

Ans. It was wholly for the use of the Lake village mills.

7. How long after said dam was built was you acquainted with the management of the Lake village mills?

Ans. For about twelve years.

8. At what time was said high dam finished, so as to be ready for use, as near as you can tell?

Ans. In the month of September or October, in 1829.

9. Did you commence using said dam as soon as it was finished?

Ans. The lake was so low it filled up very slow. We did not get it up as high as the wing-dam until March or April in the following spring. We had no occasion to use more water than the wing-dam afforded, and we wanted to avoid damage for flowage.

10. Was said dam ever full of water, to your knowledge, while you resided at Lake village? if so, on what occasions?

Ans. The dam was full on the occasion of getting the steamboat built at Lake village into the lake, and at that time run over about two inches; the water was raised for that purpose. This was in 1832 or 1833, according to the best of my knowledge. I recollect no other occasion when the dam was full.

11. Will you state in relation to the height at which you kept the water in said dam while you remained in possession; and how was it kept afterwards, so far as you noticed, while you remained at Lake village?

Ans. In the highest time in the spring it would get up within a foot of the top of the dam, and it did not remain at that height long, for we took up the plank and let the water off. After I parted with the possession the water I noticed was kept as low as it had been previously.

12. In what way was the water carried from said dam to the mills? was it carried through wing-dams, flumes, or otherwise?

Ans. Through the wing-dams and through flumes from the wing-dams.

13. Will you state in relation to said wing-dams, were they or not as high as the main dam; if not, how much lower? What was the condition of said wing-dams in regard to being tight or leaky?

Ans. The wing-dam was from two to three feet lower than the main dam, and poor and leaky on the west side of the river.

14. During what part of the time were the planks kept up so as

to permit the water to flow freely from the high dam to the wing-dams?

Ans. For three or four months in the year, I should think, the planks were taken up at night and put down in the morning; during the rest of the year the planks were not moved, because the water was at the same height in the main dam and in the wing-dam.

15. Was the water in said dam before the year 1846 ever regulated to any extent for the use of any mill or privilege below Lake village?

Note.—Objected to as leading and seeking an opinion.

Ans. Never, to my knowledge.

16. Was there or not before 1846 ever any scarcity of water for running the mills at Lake village?

Ans. I never knew a scarcity after the dam was built in 1829.

NATHAN BATCHELDER.

District of New Hampshire, Belknap County, *ss.*

August 22d, 1857.

Personally appeared the said Nathan Batchelder, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled forty-three miles and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, John L. Perley, of Laconia, in the county of Belknap, depose and say, in answer to the following interrogatories:

1. How long have you resided in or near Meredith bridge village?

Ans. I was born here, and have always lived here. I am fifty-two years old.

2. Are you acquainted with the operations of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company? Does that company manufacture any cotton, woollen, or other goods, on the Winnipiseogee river?

Ans. I am acquainted with said company,—by living near by, passing their mills often, and by conversing with the late James Bell, their agent. It does not manufacture any cotton, woollen, or other goods on this river. The mills of the company are principally leased, with the exception of a grist-mill at Lake village, and a grist-mill and sawmill I sold the company at Sanbornton.

3. What price did they pay you for the mills you sold them? Were, or not, said mills situated at Union bridge village? What use does said company put said mills to, and what income do they derive from them?

Ans. We called it, I think, about thirteen thousand dollars—twelve thousand in cash, and a house and lot. These mills are at Union bridge village, and are run by the company, sawing and grinding. The income is about ninety dollars a year, as Mr. Johnson, who has charge of the mills, informed me, exclusive of his house-rent.

4. When did you sell said mills to the Lake Company?

Ans. In 1852, I think.

5. Did you, before you sold to the Lake Company, have an offer, or offers, for said property from any other party? If so, when and what?

Ans. In 1845, I could have sold the property, including about 80 acres of land, for $20,000. My agent in Boston informed me to that effect, but I refused it.

6. What was the cause of this depreciation of the market value of the property?

Note.—Objected to by defendants, as seeking an opinion.

Ans. The main cause was their management of the water. When the season of drought came on, they would open their dam at Union village more or less, and run the water over my dam without notice, and to my inconvenience and damage, by washing my logs over the dam) breaking the boom away, and such operations. After a while they would shut up their dam so tight I could not run my mills for several weeks.

7. Was Stephen Perley, late of Meredith bridge, your father?

Ans. He was.

8. How long have you been acquainted with the Perley canal?

Ans. From its commencement, in 1813.

9. Will you state the condition of said canal at different times, when alterations were made in it, from its commencement down to the present time, so far as you can recollect?

Ans. Prior to 1825, a very little water run it, except in the summer, after it was cleared out, and in the fall. Since 1825, it has been cleared out, and its capacity enlarged. In 1835, it was cleared out better than ever before, and widened and deepened a very little. I may be mistaken as to the true time, but it was when a lease of a mill was made by my father to Woodbury Melcher. No other change was made, except a little clearing out, until it passed into the Lake Company's hands. Since the Lake Company have owned it, it has been deepened and widened, doubling its capacity, if not trebling it. I should think three times as much machinery was run since they owned it as before.

10. Will you state what was the character of the water in the Winnipiseogee river prior to 1846, in relation to equality of supply, and

what has been its character in that respect since 1846. Please compare the two periods.

Ans. I think the water was more uniform previous to 1846; the extremes have been greater since.

11. Who offered you twenty thousand dollars, in 1846, for property, a part of which you subsequently sold to the defendants for $13,000.

Ans. I got the offer through Horace L. Haselton, but the name of the party I never knew.

12. When did you sell said property to the defendants?

Ans. I think in 1852.

JOHN L. PERLEY.

District of New Hampshire, Belknap County, *ss.*

August 21, 1857.

Personally appeared the said John L. Perley, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, James S. Hoitt, of Laconia, in the county of Belknap, testify and say to the following interrogatories,—

1. What is your age?

Ans. Sixty-three years.

2. Do you reside in the village of Meredith bridge, now Laconia? If so, how long have you resided there?

Ans. About 19 years; I still reside there.

3. What is your occupation? In what business have you been engaged since you have been residing at Meredith bridge?

Ans. I am a machinist. My business has been in building and repairing machinery.

4. Have you or not been connected with any manufacturing establishment at said place during said time?

Ans. I have been employed most of the time in the brick mill.

5. Do you know the Perley canal so called at Meredith bridge?

Ans. I do.

6. When did you first know said canal? What was its condition at the time when you first knew it?

Ans. Some time before 1846. I have known it more or less ever since I lived here, 19 years. The condition of the canal when I first knew it,—a very little water run through it, except at very high water.

7. Was you or not ever engaged in doing any work at the head of said canal? If so, when? and who employed you? who gave you directions what to do?

Ans. I was so engaged in 1846; employed by Stephen Perley, Esq., who gave me directions what to do.

8. Did any person or persons assist you in doing said work?

Ans. David Johnson and, I think, Joseph Bond assisted at the time. Johnson is dead.

9. What work did you do?

Ans. We rebuilt the bulkhead and put in guard-gates, that we might shut out the water if occasion required. We also took up the old apron and dug down, and laid it some nine inches lower, for the purpose of letting in more water, also made it about four feet wider; when finished, it was sixteen feet from one side of the bulkhead to the other, so the water passage was sixteen feet.

10. Will you describe the bulkhead that was at the head of said canal when you commenced making this alteration?

Ans. There was a short apron and two posts set up where they used to put down plank, or boards to shut out the water; the width was about twelve feet for the water to pass.

11. How long did the bulkhead you put in remain? Is it there now?

Ans. I think it is not there now; it has been rebuilt.

12. When and in what manner was it rebuilt?

Ans. It was rebuilt, I should think, about four years ago, perhaps more; a new apron was laid, with new spiling at the upper end of the apron; the bulkhead was made four feet wider, and, since 1849, the apron was laid three and a half inches deeper.

13. How are you able to state in relation to the increased depth of the apron since 1849?

Ans. November 6, 1849, I cut a channel in a stone that lay at the upper side of the canal, and levelled off over the apron with a spirit level, and laid a straight edge in this groove, and extended the straight edge over the apron, and measured from the bottom of the straight edge to the top of the apron, and found it twenty-three inches and a half. I have since measured it, and the depth is three inches and a half more.

14. State, if you have examined your account book and ascertained with certainty, in what year you was employed by Mr. Perley to build the bulkhead at the entrance of the Perley canal? also in what year you was so employed?

Ans. I find it was in 1842.

15. State what you know in relation to any excavations made in said canal at any time.

Ans. I am not positive about any excavations previous to 1842. Since then there has been a considerable gravel hauled out with teams, employed for two weeks or more. I should think the canal had been deepened from eighteen to twenty inches from the bulkhead to Russell's barn, a distance, I should think, about forty rods. Near Russell's barn it was not deepened so much, nor quite so much right at the lower end of the apron.

16. Will you state in relation to the capacity of the canal to discharge water as compared with its capacity nine or ten years ago, when you first saw it?

Ans. I should think more than as much again runs there now than when I first knew it.

17. Can you state how the water in the canal has been used during the past six or eight years? that is, has all or less than all the water been used that the canal was capable of discharging?

Ans. I think it has been about all used.

17. What has been the character of the Winnipiseogee river since the year 1846 as compared with previous years, in relation to equality of supply? Has it been more or less uniform since 1846 than before?

Ans. I think the water has been less uniform since than before 1846.

JAMES S. HOIT.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 21st, 1857.

Personally appeared, James S. Hoit, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, George W. Young, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories,—

1. What is your age?

Ans. Fifty-four years.

2. Do you reside at Lake village? How long have you resided there?

Ans. Some time before 1846. I have known it more or less ever since I lived here, 19 years. The condition of the canal when I first knew it,—a very little water run through it, except at very high water.

7. Was you or not ever engaged in doing any work at the head of said canal? If so, when? and who employed you? who gave you directions what to do?

Ans. I was so engaged in 1846; employed by Stephen Perley, Esq., who gave me directions what to do.

8. Did any person or persons assist you in doing said work?

Ans. David Johnson and, I think, Joseph Bond assisted at the time. Johnson is dead.

9. What work did you do?

Ans. We rebuilt the bulkhead and put in guard-gates, that we might shut out the water if occasion required. We also took up the old apron and dug down, and laid it some nine inches lower, for the purpose of letting in more water, also made it about four feet wider; when finished, it was sixteen feet from one side of the bulkhead to the other, so the water passage was sixteen feet.

10. Will you describe the bulkhead that was at the head of said canal when you commenced making this alteration?

Ans. There was a short apron and two posts set up where they used to put down plank, or boards to shut out the water; the width was about twelve feet for the water to pass.

11. How long did the bulkhead you put in remain? Is it there now?

Ans. I think it is not there now; it has been rebuilt.

12. When and in what manner was it rebuilt?

Ans. It was rebuilt, I should think, about four years ago, perhaps more; a new apron was laid, with new spiling at the upper end of the apron; the bulkhead was made four feet wider, and, since 1849, the apron was laid three and a half inches deeper.

13. How are you able to state in relation to the increased depth of the apron since 1849?

Ans. November 6, 1849, I cut a channel in a stone that lay at the upper side of the canal, and levelled off over the apron with a spirit level, and laid a straight edge in this groove, and extended the straight edge over the apron, and measured from the bottom of the straight edge to the top of the apron, and found it twenty-three inches and a half. I have since measured it, and the depth is three inches and a half more.

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Ans. I think the water has been less uniform since than before 1846.

JAMES S. HOIT.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 21st, 1857.

Personally appeared, James S. Hoit, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, George W. Young, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories,—

1. What is your age?

Ans. Fifty-four years.

2. Do you reside at Lake village? How long have you resided there?

Ans. My family reside at Lake village; I am stopping temporarily at Concord; I have resided at Lake village 18 years.

3. Have you or not been in the habit of observing the condition of the water at the Lake village dam? If so, for the benefit of what mills or privileges was that water regulated prior to 1846?

Note.—The last branch of the question objected to, as seeking an opinion.

Ans. I have been in the habit of observing the condition of the water at Lake village dam. The water was regulated for the benefit of the mills at Lake village, as I understood.

4. How has the water at said dam been regulated since 1846?

Note.—This question objected to, on the same ground as the preceding question.

Ans. For the benefit of the mills below, at Lawrence and Lowell.

5. In your two last answers, do you speak from your own observations at the dam?

Ans. Yes.

6. Was you or not at any time, the occupant of a privilege, under the Lake Company, so called? If so, what privilege, where situated, when, and for how long?

Ans. I was an occupant, under the Lake Company, of a cotton-mill at Lake village, in 1850, and held for about three years.

7. At what rent did you occupy said mill?

Ans. Four hundred dollars a year.

8. Do you know for what sum said mill had been previously rented?

Ans. For one thousand dollars a year.

9. At what time was it rented for one thousand dollars?

Ans. About two years before I occupied it.

10. What is the lowest condition of the water in said dam at Lake village that you remember of having ever seen?

Ans. The lowest condition I ever knew was when excavations were making at the Weirs.

11. State in relation to low conditions of the water as said dam at times when no repairs or excavations were going on?

Ans. I have seen it four or five feet below the top of the dam.

12. When and how often have you so seen it?

Ans. I think it was so in 1852, and I think in the next year.

13. Could the wheels at said dam be all driven by the water at the dam during the low states of the water you have spoken of?

Ans. I think not, at speed.

14. Does or not the same quantity of water that flows through the dam at Lake village, also flow through the dam and canal at Meredith bridge?

Ans. The same quantity, with the exception of a small brook, a half mile from this village (Meredith bridge), and a small brook at

the head of the bay, affording little water in the dry part of the season.

15. Was or was not the rent of four hundred dollars, which you agreed to pay for said mill, subject to abatement in case of interruption, from want of water or otherwise?

Ans. It was.

Note.—It appearing from inquiry by defendants, after the answer was taken down, that there was a written lease, they object to the testimony.

16. Did you claim any abatement from the rent? If so, on what ground, and how much?

Ans. I did claim an abatement on the ground of short speed, of one-third at least.

17. Was you or not at any time engaged in making excavations at the outlet of Winnipiseogee lake called the Weirs? If so, when, under whose directions, and what had you to do with it?

Ans. I was so engaged at the Weirs in the winter of 1848–9, under Mr. Bell's directions. I took the job to excavate with another man, to do the work by the yard.

18. What excavations were then made? in what part of the outlet, and to what depth and length?

Ans. Excavation was made at the Weirs, at the outlet adjoining the lake, between there and Long bay, at the length of a thousand feet, and an average depth of five feet, and a width of sixty feet.

19. What was the greatest depth you excavated in any part of the channel?

Ans. I think something like six feet.

20. State whether at the close of your excavations, you left the bottom of the channel, the whole length of the excavation you made, level or nearly so, or was the bottom lower in some places than in others?

Ans. The bottom was nearly level, descending a very little towards the bay.

21. Have or not other excavations been made at or near said channel since the time you made your excavations? If so, by whom, when, and what?

Ans. There were other excavations made above by the Lake Company, I presume, in the years of 1851 and 1852. They lowered the sandbar above our excavations, how much I cannot tell.

22. Did they or not extend the channel into the lake? If so, to what distance?

Ans. They did; I should think eight or ten hundred feet; perhaps not more than six hundred.

23. Are you able to state to what extent the excavations you made, and the subsequent excavations made in 1851 and 1852, enlarged the capacity of the channel to discharge water from the lake into Long bay? If so, please state?

Ans. They enlarged the capacity of the channel to discharge water from the lake into Long bay, how much I cannot say.

24. Can you tell to what depth and width those excavations enlarged the capacity of the channel to discharge water? State as nearly as you are able?

Note.—Defendants object to this question as seeking an opinion. Answer waived.

On cross-examination to interrogatories put by defendant's counsel, deponent answers:

1. Does any person besides the defendants, to your knowledge, possess or claim to own any portion of the water power at said Lake village?

Ans. I don't know that any one does.

2. Who was your partner in making said excavations?

Ans. Thomas J. Plumer.

3. What abatement, if any, did the defendants make in your rent spoken of by you, and for the ground on which you claimed it?

Ans. I have never had a settlement.

4. State whether there now is or not a suit pending in favor of the defendants against you for said rents?

Ans. There is.

5. State whether the excavation which you and others made, and about which you have testified in this deposition, varied in depth, and if yea, how much?

Ans. They did vary from three to six feet.

GEORGE W. YOUNG.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 20th, 1857.

Personally appeared the said George W. Young, and made oath, that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled 28 miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Alvah Tucker, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. What is your age?

Ans. Fifty-four years.

2. Did you or not formerly reside in the village of Meredith bridge? If so, for how long a time?

Ans. I have lived at Meredith bridge since 1811, with the exception of eight years.

3. What is your occupation? In what business have you been engaged since you have lived at Meredith bridge? State particularly.

Ans. I am a machinist. I have been engaged in building cotton machinery and repairing machinery, building water-wheels, and manufacturing mill irons of various descriptions. A year and a half in the time I have been engaged in manufacturing cotton goods.

4. Was you or not at any time connected with the Gilford Manufacturing and Mechanics' Company? If so, about how long? in what capacity? and where is the place of business of said company?

Ans. I was, from the commencement of their purchasing the water power, in 1825, up to 1854, as a machinist, getting up their machinery, constructing their wheels. The place of business was upon the opposite side of the river, on the falls at Meredith bridge.

5. Are you or not a relative of Daniel Tucker, formerly of Meredith bridge? Did you or not at any time live with him? If so, when?

Ans. Daniel Tucker was an uncle of mine, and I lived with him. At the age of eight years, I lived with him a few months. I left him then in July, 1811, and returned to live with him again in 1814, and continued to live with him until 1818, March.

6. Do you know the Boynton and Parker mill and privilege at Meredith bridge? Did or not Daniel Tucker formerly occupy the the same? and if so, for how long a time?

Ans. I know the Boynton and Parker mill and privilege at Meredith bridge. Daniel Tucker formerly occupied the privilege as a smithery, and continued to occupy it till about 1831. He occupied it as early as 1811.

7. State the different kinds of business that Daniel Tucker carried on in said mill from 1811 till he ceased to occupy it?

Ans. He made scythes, axes, plow-irons, mill-cranks, and all work usually done at blacksmiths' shops in the country.

8. Can you state what machinery Mr. Tucker had in said mill in 1811? that is, what machinery that was carried by water?

Ans. He had a trip-hammer, two pairs of bellows, carried by three water-wheels, also a grindstone attached to the trip-hammer wheel. This state of things continued from 1811 to 1824.

9. Did Mr. Tucker then put in additional machinery, or make any alteration in the machinery he had before?

Ans. He put in another wheel, and attached his grindstone to the

new wheel. He also enlarged his shop in 1824, and let the enlargement to a millwright.

10. What was the occasion of the alteration Mr. Tucker made in 1824?

Ans. His shop was burnt in February before, and he rebuilt the shop on a larger scale.

11. Was or not the building he erected in 1824 the same that now stands on the premises?

Ans. It is, with additions, the same.

12. State in relation to the proportion of time Mr. Tucker used his trip-hammer, grindstone, and bellows, from 1811 down to the time he ceased to occupy the premises?

Ans. From February to July, the trip-hammer was going every day, making scythes; the rest part of the season, it was used occasionally, probably in the rest of the year about as much as when making scythes; some days he did not use it, other days he used it constantly. The bellows wheels were used every day. The grindstone was used principally in the scythe-making season.

13. Down to what year did Mr. Tucker use said trip-hammer, grindstone, and bellows in the manner you have stated in your last answer?

Ans. Down to 1824.

14. In what manner did he use them after 1824? What change did he then make in the use of them?

Ans. After that time he manufactured less, and employed less men.

15. Will you describe the trip-hammer, grindstone, and bellows which Mr. Tucker had in his shop?

Ans. The handle of the hammer was seven feet long, the probable weight of the hammer was from forty to fifty pounds, an iron pivot run through the handle about two feet from the opposite end from the hammer; the ends of this pivot was secured to a frame by sockets. There was a horizontal shaft of oak wood, about 15 feet long, 3 feet in diameter; and in this shaft was inserted about ten cams, projecting about an inch and a half. The water wheel was on the opposite end of the shaft from the cams; and as the wheel revolved, the cams struck what is termed the husk of the handle wheel, caused it to tilt, and as the cam passed by the hammer rebounded, and so operated. The grindstone, when new, was from 4 to 5 feet in diameter, from 8 to 10 inches thick, carried by gearing attached to the same shaft above described. The stone weighed about a ton when new. Those bellows were leather bellows, of the ordinary form of blacksmiths' bellows; these bellows were worked by separate wheels, called breast-wheels, 6 feet in diameter, and one foot wide, by attachment to a crank of about one foot sweep, which would make a two foot stroke. The grindstones wore down quick, and were replaced by new ones.

16. Will you now describe the wheels that were used to carry the machinery in said mill?

Ans. There were three wheels from 1811 up to 1824, afterwards four. The wheel that worked the trip-hammer was what is termed an undershot wheel, about 10 feet in diameter, and about 4 feet wide. The bellows wheels were breast-wheels, 6 feet in diameter and one foot wide. The fourth wheel, put in in 1824, was a tub-wheel, attached to an upright shaft, about 7 feet in diameter, and depth of rim about 16 inches.

17. Can you state which of the wheels you have described (if any) are now in said mill?

Ans. Neither of them, to my knowledge.

18. Did or not the wheels you have described remain in said mill until Mr. Tucker ceased to occupy the premises?

Ans. They did, until he sold to Mr. Boynton.

19. Can you state how long the wheels, trip-hammer, grindstone, and bellows, which you have said were in said mill in 1811, had been there? Were any of them new at that time?

Ans. I cannot state. They were in the mill in 1811; but how long they had been there, I cannot say. They were not new then.

20. Will you now describe the gates which were used to discharge water upon said wheels? Give the dimensions.

Ans. The gate to the trip-hammer was about four feet horizontally, and would hoist about six inches. The gate to the tub-wheel was from 14 to 16 inches square. The gates to the bellows wheel were six inches square or thereabouts.

21. Are you not able to state the velocity with which water was discharged from those gates?

Ans. The water through the trip-hammer gate would discharge seventeen feet the second. The tub-wheel gate, being lower down, about eighteen feet the second. The two bellows wheels, higher up, would discharge through their gates about fifteen feet each to the second. I simply mean, that a column of water, seventeen feet long, would flow in a second.

22. Are you able to state whether it was or was not necessary, in order to work Mr. Tucker's trip-hammer with full speed, to use all the water which the gateway was capable of discharging?

Ans. In the scythe-making season he used the whole capacity of the gate.

23. How was it, in that respect, with the grindstone and bellows?

Ans. In using the grindstone, I think he used about half the capacity of the gate. He did not use the grindstone when he used the trip-hammer. When using the trip-hammer, he used the grindstone at night. While iron was heating, the trip-hammer was not in motion. In regard to the bellows, the wheels worked all the time the men were in the shop. It was shut down at dinner-time. In regard

to the bellows, sometimes the whole water was used, at other times not; it depended upon the character of the work in hand.

24. How was it, in that respect, with the grindstone, after the tub-wheel was put in, in 1824?

Ans. After the tub-wheel was put in, the grindstone was attached to that wheel. Whether it required the whole capacity of that wheel, I am unable to say; I was not so familiar with the shop after that time.

25. Was you acquainted with Stephen Perley, late of Meredith bridge?

Ans. I was.

26. Did you ever see said Perley in the Tucker mill, while the wheels and machinery were being used as you have described? If so, state about how frequently, as near as you can remember?

Ans. I don't know as I can answer the question directly. Mr. Perley was frequently in the shop to get work done, he might have been there when the hammer and other machinery were in operation. Mr. Tucker did Perley's work for years.

27. Did you ever hear Mr. Perley make any objection to the manner in which Mr. Tucker was using the water?

Ans. I never did.

28. Are you able to state what number, or about what number, of cubic feet of water per second was required, at the time Mr. Tucker ceased to occupy the mill, to carry the trip-hammer, grindstone and bellows, all at full speed? If so, please state in relation to each?

Ans. As I recollect the size and capacity of his gates, and the head he worked under when all drawn to their fullest capacity, the trip-hammer would require about thirty-two cubic feet to the second; the two bellows about seven and a half cubic feet to the second; the grindstone about thirty-three cubic feet to the second. To carry this machinery at full speed, would require a full gate.

29. Were or were not the water-wheels in said mill, in 1811, and afterwards, so constructed that a given amount of water, at that time, would furnish the same amount of power as it would with such water-wheels as are now in use at the Meredith bridge dam? If not, can you state the difference in power? State as near as you can.

Ans. They would not furnish the same amount of power by one-half. I should rate the old wheel at about 33⅓ per cent., and the modern one at 67 per cent.

30. Was there or not any water-wheel in use, in this country, as long ago as 1811, so far as you then knew, or have since learned, that economized power to better advantage, or would drive more machinery with the same amount of power, than the undershot wheel, such as then carried Mr. Tucker's trip-hammer? If so, what?

Ans. All I can state, as far as I then knew, I never see any water-wheel, except the undershot, in 1811, until 1814, when was introduced the pitchback wheel, and was an improvement upon the

undershot wheel. I have never learned that there was any wheel in use, in this country, at that time, that would drive more machinery than the wheel Mr. Tucker used.

31. Can you state what number, or about what number, of cubic feet of water, in a second of time, is required to carry all the water-wheels at full speed, which are carried by water, from the Meredith dam at the present time.

Ans. I made an estimate a few years ago, not very accurate, and, in my judgment, it would require about 600 cubic feet to the second.

32. Are you able to state, positively, whether the amount required would now be more than five hundred and fifty feet in a second?

Ans. I cannot state with any positiveness.

33. Have you or not any doubt as to whether more or less than five hundred and fifty feet would be required?

Ans. I think it would require now 600 cubic feet to the second, if the machinery was in good order and worked at full speed.

34. Do you know the Perley canal, so called, at Meredith bridge?

Ans. I do.

35. Do you know of any excavations in said canal, since the year 1835 down to the year 1846? If so, when, what, and by whom?

Ans. From 1835 to 1846, the canal was cleaned out almost every year, and in some places deepened, by Mr. Perley.

36. Do you know of any excavations in said canal since 1846? If so, when, what, and by whom? Describe said excavations particularly?

Ans. In 1847 or 1848, the canal from above the Russell dam was deepened and made some wider, deepened 18 inches. The shores of the canal, which were on an angle before, were dug down perpendicularly and stoned up. The work was done, under the direction of Mr. James Bell, by Nathaniel Edwards.

37. What was the effect of said last-named excavations upon the capacity of the canal to discharge water?

Ans. It doubled it.

38. Do you know what water-wheels are driven by water from the canal at the present time, what wheels were driven by said water about the year 1846, and what wheels were driven by said water ten years prior to 1846? Will you state in relation to the capacity of those wheels to draw water, giving their aggregate capacity at each of those periods.

Ans. I think I know pretty near what wheels are now driven. At present there are five wheels. In 1846 there were three. In 1836, I can recollect but two. The aggregate quantity of water required in 1836, would be sixty-four cubic feet to the second, for both wheels. In 1846, for three wheels, then driven, 112 cubic feet to the second. At present, for the five wheels now driven, the quantity of water required would be 144 cubic feet to the second.

39. Will you state whether, as the water in said canal has been,

during the past ten years, nearly all the water that flows into the canal, is used, or whether a part runs to waste? If so, about what proportion is wasted, and in what way?

Ans. When the water is up in the dam, as at the present time, and the gates are shut at the mills fed by the canal, a sheet of water is running over the top of the Rundlet flume, some six inches deep and twenty-five feet across, which runs off the apron into the river. When the water-wheel gates are hoisted, the head settles this six inches, and no water runs over.

40. Does there at any time more water flow through the canal than the mills upon said canal do, or can use?

Ans. No; the mills use all the water, with the exception of leaks.

41. You have stated the quantity of water which the wheels required in 1836, and also in 1846; in the condition of the canal at those times, did or could sufficient water pass to carry the wheels at full speed?

Ans. No; the condition of the canal was such as to afford insufficient water at those times.

42. From what source does the water that feeds said canal flow? Does it flow from the bed of Winnipiseogee river, or from the head of water created by the Meredith bridge dam?

Ans. It flows from the head of water produced by the dam; the bed of the river is below the bed of the canal.

43. Have you recently been engaged doing any work upon the present dam at Lake village? If so, when and what do you do?

Ans. I have not been employed there on the dam at any time.

44. Have you or not had anything to do about putting in gates at the dam at Lake village?

Ans. I have. About two years ago this month, I assisted in putting in two large gates in the dam, eighteen feet long, and about eight feet deep.

45. To what extent have you, since 1846, known the water in the dam at Lake village drawn down? What portion of the machinery in the mills at said dam could be driven when the water was the lowest you have known it?

Ans. I think in 1854, in the fall, the water was so low they could not saw or grind in the mills to any advantage. Not any of the mills could be worked at this time except Cole's mill, which went at about half speed.

46. State whether this low condition of the water was occasioned by drought, or by excessive discharges, or otherwise? If by excessive discharges, was or not the water so discharged used by the mills at Lake village as it passed off?

Ans. The state of the water at this time was not occasioned by drought; it was occasioned by drawing off the water through those large gates which was not used by the mills, but the mills were running as long as the water was running, while the head lasted.

47. Was or not the water in the dam at Lake village, prior to 1846, managed, regulated, or controlled for the use of any mill or privilege below said Lake village dam?

Ans. Not to my knowledge.

48. Was not said water, before 1846, discharged from said dam without being used there at any time, except in the periods of high water? If so, at what time or times?

Ans. In 1832, the water was drawn down to enable Mr. Lyford to get the steamboat into the lake through the Weirs, by clearing the channel. I think, a year or two afterwards, the water was drawn off to enable Mr. Lyford to clear the channel and to deepen it. I recollect no other times, except in high water, that the dam was opened.

49. How has the water at said dam been regulated since 1846?

Ans. In the drought of summer, it has been drawn off through the gates, or taking up a plank of the dam, and the draft continued through the dry season of the summer and fall. After the drought was over, the dam has been shut up, and the pond filled again.

50. What has been the effect of such regulation upon the waters at the Meredith bridge dam? State particularly.

Note.—Objected to as seeking an opinion.

Ans. It has given them a flood, and swelled the river in the drought of summer, caused backwater, and caused them to open their gates at the bridge. After the lakes are closed at Lake village, it causes a scanty supply of water here.

51. How low have you known the water to be at said dam since 1846; that is, how many, or about how many, cubic feet in a second would be discharged when it was the lowest you have known it since that time?

Ans. It was so low here in November last, that the surface of the water was below the ridge of the waste-way in the dam. I have seen it six inches above this point before, not quite so low. The low state of the water, in November, 1856, was occasioned by the work of putting in a weir at Lake village. In the fall of 1854, it was almost as low. This was caused by shutting down the gates after the drought, during which the water was being drawn down. I recollect other times when it was about as low, but cannot fix dates, caused by drawing off the water, and shutting back, as I have before described. Last fall, while putting in a weir, the water was stopped out at one wing of the dam at a time, and suffered to run in the other wing, and the water passing through this wing supplied the mills below on that dam, and the mills here were supplied from that source, and the estimated quantity passing was 300 cubic feet to the second, through the wing of the dam at Lake village, and this quantity, with the supply furnished by two or three small brooks between the two dams, was all the water which supplied the canal and the mills at Meredith bridge.

52. Will you state particularly what was the character of the

water power at the Meredith bridge dam prior to 1846, in relation to equality of supply? What has been its character since 1846, in relation to equality of supply? Please compare the two periods together.

Ans. So far as I can recollect, the uniformity of the water, from 1830 to 1846, was much greater than it has been since. Since then the water has not been higher, but lower at times.

53. What proportion of machinery can be driven at the mills, fed from the dam at Meredith bridge, as the water has been regulated since 1846, in comparison with what could be drawn, if the water was permitted to flow as it was previous to 1846?

Note.—Objected to as seeking an opinion.

Ans. There have been periods within the past two years when repairs have been going on, and when not, when the water has been lower, and continued longer lower, than during the ten preceding years. Further than this I don't feel competent to answer the question.

54. What has been the character at all times of the water of Winnipiseogee river in relation to ice? Has said water frozen more or less than other water?

Ans. This river is remarkable for being free from ice.

55. Did you or not, as long ago as the time when Daniel Tucker ceased to occupy the Parker and Boynton mill, or about that time, ever hear the proprietors of the water on the Meredith side speak of any division of their water rights? If so, did they or not speak of a division into fractional parts?

(Objected to as incompetent and irrelevant.)

Ans. I have heard the Meredith proprietors speak of a division, and saying it was divided into twelve parts. This was in 1825, when building the present dam.

56. Which of the proprietors did you hear speak of the twelfths, as you have stated?

(Defendants object to this question.)

Ans. I heard Samuel H. Bean and Seth Cheney conversing about it. The reason why I recollect this was, Cheney thought his share was too much, and Bean thought it wan't enough. They are both dead.

Upon being cross-examined by defendant's counsel, deponent makes the following answers:

1. Was there or not, at any time between 1811 and 1824, any lack of water to carry all said Daniel Tucker's said machinery? If yea, how often did said lack of water occur, and how long did it continue?

Ans. There was a lack of water between those years and it occurred about every year, and the time of duration fluctuated

according to the severity of the drought. I have known it to be the case from the first of July, to the commencement of the fall rains in September. What I mean by lack of water is, the head shrunk in the dam from one to two feet.

2. Is the flume now connected with the complainants said mill, larger or smaller, or about the same size as when said Tucker occupied the same?

Ans. I should think from where it joins Boynton's flume, through its whole extent, it was the same Daniel Tucker built, and its capacity the same.

3. Which required the most time, and how much more, to heat the iron for the scythe, or to hammer it?

Ans. I should say about equal.

4. While the water is running over Rundlet's flume, as at the present time, is the water or not also running over the main dam?

Ans. It is, the flash boards being up.

5. Will you state under what head of water you estimate the quantity of water required to drive the wheels carried by the water of the Perley canal?

Ans. A six foot head, from the top of the water to where the gate hoists.

6. How many wheels does Charles Runlet run in his car shop?

Ans. Two.

7. How much water do you estimate it to require to run his two wheels?

Ans. Seventy-seven feet to the second.

8. Please state when, if ever, you have known here so severe a drought as in the season of 1854.

Ans. I think I have known as severe a drought in 1826.

9. State who in November, 1856, and in 1854, occupied the complainant's water right, and whether there was or not, sufficient water at that time to carry his machinery?

Ans. I think they were not occupied in November, 1856; the water in the flume at this time was two feet below the usual head. John Leach occupied in 1854. Generally there was a deficiency of water here, but whether Leach suffered any am unable to say. The water was low in September, October, and November, and into December.

10. What measures did you adopt to ascertain the quantity of water per second, discharged in November, 1856, at Lake village and Meredith bridge?

Ans. I made no measurements, but merely exercised my judgment by observation.

11. Please state whether you have heretofore given an affidavit at the request of the complainant, in reference to the subject-matter of this suit? If yea, when was it given, and to what did it relate?

Ans. I have not given any affidavit.

12. State whether you have ever known backwater on the com-

plainant's wheel, so that they could not run, at the times when the water was let out at Lake village, as you have already stated?

Ans. I don't know what was the condition of his wheel at those times.

13. State whether or not the water did not frequently become so low before the scythe-making season was over, that said Daniel Tucker could not work his trip-hammer?

Ans. I have no recollection of any lack of water in the scythe-making season, ending about the first of July.

14. What machinery could be run at speed, through the summer and fall at Meredith bridge, before the building of the dam at that place, in 1825?

Ans. I should say, three sets of grist-mill stones.

15. State what machinery could be run at speed through the summer and fall, at Meredith bridge, after 1825, until the dam was built at Lake village?

Ans. In 1827, a thousand spindles were in operation in the brick mill, with the accompaniments, to make cloth. In a clothing mill below, four carding machines were worked; the Tucker shop was in operation with its four wheels; the Bean mill was then in operation, with fulling mill and two carding machines; the Chase shop with two bellows-wheels, one trip-hammer wheel, and one tub-wheel; the Cheney and Babb shop, with one tub-wheel; a saw-mill on the opposite side of the river, with one wheel; a paper-mill with one wheel, and a grist-mill with three wheels. The season of 1826, was very dry. This season the Avery factory might be run with a full head of water, and nothing more. The brick mill and the Avery factory are the same.

16. What has been the effect of the building and management of the dam at Lake village in the year 1830, upon the water power at Meredith bridge?

Ans. The effect has been more uniformity in the amount of water through the year, up to 1846.

17. What has been the effect of the dam at Lake village, and the management of it for the last two years, upon the market value of water power on the river below that village?

Ans. I cannot answer the question with any accuracy.

Direct Examination resumed by Complainant.

57. In what condition was the Meredith bridge dam from 1811 to 1825?

Ans. Leaky.

58. In your answer to the 14th cross-interrogatory, you speak of three grist-mill stones as the quantity of machinery that could be run at full speed; how long a time in each season would the power be so

small as not to be able to carry a greater amount of machinery than that, and during what months?

Ans. From six to eight weeks, in the months of July and August.

59. In your answer to the 15th cross-interrogatory, you say that the Avery factory might be run with a full head of water, and nothing more, during the dry season of 1826; for how long a time did that dry season continue? Have you or not known other seasons as dry as that of 1826?

Ans. The dry season of 1826 reached into the middle of September. I think I have no recollection of so long a drought in any other season.

ALVAH TUCKER.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 21st, 1857.

Personally appeared the said Alvah Tucker, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Isaac M. Parker, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. What is your age?

Ans. Seventy years.

2. How long have you resided in Laconia?

Ans. Forty-one years.

3. Is your residence, and has it been during that time, in what is called Meredith bridge village?

Ans. It is, and has been in what is called Meredith bridge village.

4. Is the complainant in this suit your brother?

Ans. He is.

5. State whether or not Asa T. Parker, through whom the complainant claims title, was your son, and whether he is living.

Ans. He was my son, and is not living.

6. Do you know anything of an agreement between Asa T. Parker and the complainant, that the complainant should become the purchaser of the property? If so, when was said agreement made?

Ans. I know there was an agreement between Asa T. Parker and John A. Parker made in 1832, to that effect.

7. Was, or not, this agreement made after Asa T. Parker purchased of Mr. Boynton?

Ans. It was after, but very near the same time.

8. Why was not the assignment, from Asa T. Parker to the complainant, made at the time this agreement was made?

Ans. I suppose it was because the money was not paid to Boynton at the time.

9. Do you know whether the complainant, or any one for him, paid to Boynton the sum stipulated in the contract, between your son Asa and him, for the purchase of the premises, and at the time stipulated?

Ans. I know that my brother, John A. Parker, paid to Boynton the sum stipulated in the bond.

10. State what was the full consideration which the complainant paid your son for the premises, including the sum paid to Boynton.

Ans. Eleven hundred and seventy-one dollars, and a fraction over.

11. Have you had the occupation and charge of these premises since the complainant became the owner?

Ans. I have.

12. At what time did you first enter into the possession, use, or occupation of the premises?

Ans. Immediately after my brother bought the premises, in 1832.

13. Did you then enter into the possession and use of the premises, as tenant under the plaintiff?

Ans. I did.

14. Have you continued to use or rent them, on behalf of plaintiff, ever since you took possession in 1832?

Ans. I have.

15. Have you continuously, and at all times, since 1832, to the present time, been accountable to him for the use, rent, and income of these premises?

Ans. I have been.

16. Has any one else, beside the plaintiff, ever claimed any right to the use, income, or control of the premises, since 1832?

Ans. No one.

17. Have you ever paid, or agreed to pay, any one but the plaintiff, any money or other consideration, for the use or rent of the premises?

Ans. I have not.

18. Do you know of any conveyance of the premises, by deed, to Benjamin Parker, in 1839?

Ans. I knew there was such a conveyance to Benjamin Parker, as trustee.

19. Did Benjamin Parker ever, to your knowledge, claim any right to exercise any control over the premises, or to receive any income

from them, or in any manner to direct you in respect to using or renting the same?

Ans. Never.

20. Did you agree with the plaintiff, in 1839, to hire the mill and water power in question, for the term of three years, for your own use?

Ans. I did.

21. What annual rent did you agree to pay for the use of them?

Ans. Three hundred and fifty dollars.

22. Have you rented the premises to others since the time that the Lake Company began to regulate the water in 1846, or thereabouts? and if so, what is the highest rent you have been able to obtain for the use of them in any of those years, and what the lowest you have let it for?

Ans. I have so rented the premises since that time, and the highest rent I have obtained was one hundred dollars, and the lowest seventy-five dollars.

23. Did the tenant, to whom you rented the mill in any of the years since 1846, complain for want of water at times, and at other times of flood occasioning backwater at the mill, in consequence of the control and regulation of the water by the Lake Company, and object to paying the rent on that account?

Note.—The defendants object to this question, as seeking to obtain an opinion by means of hearsay.

Ans. The tenants did so complain at different times on account of a lack of water, and of backwater occasioned by the control and regulation of the water above by the Lake Company, and on this ground objected to paying the rent, or said they ought not to pay it.

24. Did you ever make any deduction of rent on account of these complaints?

Ans. Not in the sums agreed upon; but, I think, on settlement, I did not charge for a few weeks.

25. Has the mill laid idle during several of these years, since 1846, for want of a tenant? and if so, for what portion of the time?

Ans. The mill has laid idle, I should think, two years and a half since 1846, for want of a tenant.

26. Did the regulation of the water by the Lake Company form any part of the reason why a tenant could not be had, or higher rent obtained when it was in use?

Note.—The defendants object to this question as incompetent and leading.

Ans. This reason was assigned in both cases, why the mill could not be rented, and why more rent could not be obtained.

27. Has the owner of the mill and water power suffered actual loss since 1846, by reason of reduced rent and want of tenants, to the

extent of five hundred dollars, or more or less, in consequence of the regulation of the water by the Lake Company?

Note.—The defendants object to this question, as leading and seeking an opinion.

Ans. I think the owner has suffered to a much larger amount than five hundred dollars, by reason of the regulation of the water by the Lake Company.

28. What does the water power in question rent for at the present time, to whom is it rented, and for what purpose is it used?

Ans. It rents now for eighty dollars a year. Stephen R. Baldwin is the present tenant; the flume is closed, and the water is used elsewhere, I suppose.

29. Did you, or not, work the mill in question, from the time you say you took charge of it in 1832, for any length of time afterwards? If so, down to what year?

Ans. I did work the mill from 1832 down to 1843 or 1844.

30. During that length of time, was there or not any deficiency of water for running the mill during any portion of the different years? If so, at what times, and in what years?

Ans. I don't recollect any time during those years when there was a deficiency of water. In times of drought, by tightening the dam, we kept the mill agoing at all times.

31. State, in relation to the equality of supply of water, whether it was very equal or unequal, or otherwise, during the time you worked the mill, as stated?

Ans. I considered the supply of water more equal than any stream I was ever acquainted with.

32. How has it been in relation to equality of supply, from seven to ten years past?

Ans. It has been very unequal.

33. Did you observe the condition of the water in the river, at this place, on Tuesday morning of this week? if so, was the water high or low in the river?

Ans. I did observe it at this time, and thought the water low.

34. Did you observe it again in the afternoon or evening of the same day? if so, what was its condition then?

Ans. I did observe it about six o'clock last evening, and thought there was five or six times the quantity of water running then than there was in the morning.

35. Have these great and sudden changes in the water been frequent the last several years, to your knowledge?

Ans. They have been.

36. State, in relation to floods or backwater, during the time you worked the mill.

Ans. During that time we were subject to spring freshets, and once in a great while we felt the effects of backwater, but not often.

37. How has it been in relation to floods or backwater, during the past ten years?

Ans. During the last ten years we have had floods when we did not look for them, and in dry times instead of spring freshets.

38. Were these floods you speak of in the dry seasons of the year greater or less than the spring freshets that occurred during the time you worked the mill?

Note.—The defendants object to the question, as seeking an opinion.

Ans. I think I have seen floods of water here in a dry time, nearly if not quite equal to any spring freshets I remember for twenty years past.

39. After you took possession of the premises, in 1832, did you claim any specific proportion as the water right belonging to said premises? if so, what proportion did you claim, and upon what occasions did you make said claims?

Note.—Defendants object to this question as irrelevant and incompetent.

Ans. I did claim one-twelfth part of the water power on the then Meredith side, now Laconia side of the river, and on all occasions when the rights of the parties were called in question.

40. Was or not the right of the complainant's mill to one-twelfth of the water on the Meredith side acquiesced in by other proprietors on that side of the river? if so, down to what time?

Note.—Defendants take the same objections as to the last preceding question.

Ans. It was acquiesced in by all the other proprietors, from 1832 down to the present time.

41. Have you, since 1832 down to the present time, ever heard any person owning, or claiming to own any right to the water on the Meredith side, object to the right of the compiainant to one-twelfth part of said water?

Note.—Defendants object to this question as incompetent and immaterial.

Ans. I never have.

42. Were any means ever adopted, to your knowledge, for the exact measurement of the water between any of the parties owning at the dam?

Ans. Never, to my knowledge.

43. Can you mention all the mill privileges there were using water from said dam, on the Meredith side, at the time you took possession in 1832? if so, name them.

Ans. There was the Avery Factory Company, the Tucker privilege, the Morrison mill, the Stafford mill, the Aquedochton mill: these are all I can recollect.

44. Do you know that these were all the mills using the water at that time?

Ans. I think they were, on the Meredith side.

45. What is the shape and construction of the dam connected with plaintiff's premises?

Ans. It is built about half way across the river, and extended down by a wing-dam on each side of the river, and on the Meredith side down to my brother's premises.

46. Is the plaintiff's right to draw water from a flume, or from the lower end of the wing-dam?

Note.—Defendants object to this question as immaterial and incompetent.

The plaintiff waives the question.

47. In what way is the water drawn from the dam, so as to reach the wheels of complainant's mill?

Ans. By a flume I built for that purpose.

48. Is that flume a part of complainant's premises, or is it part of the dam, or otherwise?

Ans. I consider it a part of his premises, and no part of the dam.

49. Do you know what water rights the proprietors on the Meredith side claimed in 1832, when you took possession? If so, please state?

Ans. The Avery Factory Company claimed five-twelfths; the Tucker privilege, of which my brother owns one-half, was two-twelfths; the Morrison privilege two-twelfths; the Strafford mill two-twelfths; the Aquedochton one-twelfth.

50. Do you know who were the proprietors of these privileges in the year 1825, at the time when it is said there was an arbitration in relation to the dam and water? if so, please state.

Note.—The defendants object to this question as incompetent.

Ans. Daniel Avery, representing five-twelfths; Daniel Tucker, Samuel Bean, John Chase, two-twelfths each; and Seth Cheney one-twelfth.

51. Can you trace the privileges, as stated by you in your answer to the forty-ninth question, back to about the year 1825, so as to state who then claimed the privilege of the Avery Factory Company, who the Tucker privilege, who the Morrison privilege, who the Strafford mill privilege, and who the Aquedochton privilege?

Note.—Defendants object to this question because immaterial.

Ans. Mr. Avery was the principal owner of the Avery Factory Company; the Tucker privilege was owned by Daniel Tucker; Samuel Bean owned the Morrison privilege; the Strafford mill privilege was owned by John Chase, and the Aquedochton privilege by Seth Cheney.

52. Do you or not know whether any of these privileges were afterwards merged into one company? if so, at about what time, what privileges, and into what company?

Note.—Defendants object to this question as immaterial.

Ans.—I know that some of these privileges were merged into one company afterwards. The Aquedochton privilege went in with the

Strafford mill first; at a later time the Strafford mill went into the Belknap Company, the Avery mill that was; then the Belknap Company bought the Morrison privilege, and the whole united them under the name of the Belknap Company, except the Boynton privilege, and the privilege of John A. Parker.

53. Do you know anything of a canal, situated near the dam, at Meredith bridge?

Ans. I know there is a canal.

54. Do you mean the Perley canal, so called? Are you acquainted with that?

Ans. I mean the Perley canal; I have been acquainted with it many years.

55. Does, or not, the Perley canal draw its water from the head created by the dam, near the complainant's privilege?

Ans. The Perley canal does so draw its water.

56. Does it, or not, draw any water from the bed of the river?

Ans. I think not; if the dam was removed, they could not get water into the canal.

57. Have you known of any operations upon said canal by digging out, or otherwise, within the past ten years? If so, when and what, as near as you can state, and by whom?

Ans. I have known of its being dug out within ten years. I cannot state the precise time. I recollect seeing workmen there several times, but cannot state who they were. I supposed it was done under the direction of the Lake Company.

58. Did you, or not, at any time, call on the late James Bell with your brother, the complainant? If so, when, where, and what took place?

Ans. I did call on Mr. Bell with my brother, I think in the year of 1852, early in the fall, at his house; they, Mr. Bell and my brother, soon fell into conversation regarding the regulation of this water. My brother represented to Mr. Bell that his property was injured by the management of the Lake Water Power Company, and that he should not suffer it longer, unless they put a stop to the then management of the water, but should bring an action against them; that he owned one-twelfth part of the water on the Meredith side, and wanted and meant to have the control of it himself. I think Mr. Bell admitted that his rights were injured, and hoped there would be some regulation for the better, or to that effect.

59. Did your brother tell Mr. Bell what kind of an action he should bring?

Ans. He did; an action in the United States Court for an injunction; my brother said it was his rights, and not the money he wanted.

Upon cross-examination by defendant's counsel, the deponent makes answer to the following interrogatories:

1. What did you do with this power while you rented it, and what

kind of a water-wheel did you use, and how much machinery did you run?

Ans. I manufactured cotton-yarn first, for seven or eight years. I commenced preparing the mill in 1832, and in 1833 began to manufacture yarn. After leaving spinning-yarn, we commenced manufacturing a coarser kind of yarn for twine, and cotton batting, and this we continued for a year or two. Afterwards we went into another branch, manufacturing sheet-wadding, for several months. We used at first a tub-wheel, for several years afterwards a spiral vent-wheel; a part of the time we had three cotton-spinning frames, with sixty-four spindles each, a part of the time we had but two frames. We also run a picker, a drawing frame, speeder, and two reels, also three carding machines.

2. How long did you pay three hundred and fifty dollars rent for said premises, and when did you cease to operate them at that rent? Was three hundred and fifty dollars then a fair rent? Did you make or lose money by using this mill at that rent?

Ans. I paid a rent of three hundred and fifty dollars, for three years, each year. I ceased to occupy, at that rent, after the expiration of three years. Afterwards, the mill lay idle for a few months. I consider three hundred and fifty dollars a fair rent; it was enough. I paid that rent for the mill and privilege. The machinery belonged to my son, Asa T. Parker, and myself. We neither made or lost much by using the mill at that rent.

3. Why did you cease to rent said water power?

Ans. One reason was, my son was about going away, and not having been very successful, and my health not being very good, I concluded not to carry the business on alone.

4. State who have occupied said water since you ceased to occupy the same, giving the name of each occupant, the use to which he applied it, the time each held it, and the rent each paid.

Ans. James Anderson next occupied it in making bedsteads, for about two years and a half, at a rent of one hundred dollars a year; this was about the year 1846 or 1847. John Buzzel next occupied it, carding wool, spinning yarn, and making some satinet, paying a rent of one hundred dollars, and was there most of three years. John B. Leach next occupied it, making bedsteads, for some more than two years, at a rent of one hundred dollars a part of the time, and seventy-five dollars for the residue of the time, except for three months; Leach had it for five dollars per month; at a later period, Stephen K. Baldwin, the present occupant, has had possession six or eight months making shoe-pegs, at a rent of eighty dollars; he has shut the flume up for the purpose of using the water elsewhere, on the opposite side of the stream.

5. Who made the objections referred to in your answer to the 23d interrogatory, and when were they made?

Ans. Mr. Anderson made these complaints while he occupied the

mills. I cannot be more specific as to time. Mr. Buzzel also made these complaints, and Mr. Leach also.

6. How long did said inconveniences complained of continue?

Ans. Sometimes a week, sometimes for two or three weeks.

7. Was the inconvenience occasioned by lack or excess of water?

Ans. Sometimes one, sometimes the other.

8. Who assigned the reasons which you have named in reply to the 26th interrogatory, and where do those persons reside?

Ans. James Anderson assigned this reason; he resides in Biddeford, Maine. John W. Buzzel, also, residing in this village. John B. Leach, also, residing in Gilmanton.

9. If you have paid the taxes on the complainant's said premises since 1832, or any part of the time, state what is the highest and lowest tax you have paid on said property.

Ans. I have paid the taxes from 1832 to this time; the money tax has been from six dollars seventy-five cents to ten dollars and half, besides a highway tax each year.

10. Are you able to say, when the river was low on Tuesday morning, as stated in answer to 33d interrogatory, whether the flume connected with the complainant's mill was or not full?

Ans. I did not look at it, and cannot tell.

11. When, and for how long each time have you known the water in the flume connected with complainant's mill, during the last twelve years, to be insufficient to carry a trip-hammer, a grindstone, and bellows, when no repairs were being made?

Note.—Complainants object to the question as asking an opinion.

Ans. I cannot state the time when, but several times I have seen the water when I thought it was sufficient to carry half that machinery, when the other persons claiming rights at that dam were using their rights; this has occurred for the last seven or eight years, and sometimes two or three times in a year, continuing sometimes for a week, and sometimes two or three weeks.

12. What is the present state of repair of complainant's said mill? Is it in a fit state to rent as a mill?

Ans. It is not now in a fit state to rent, and is in a bad state of repair.

13. State whether there is now any machinery in the complainant's said mill?

Ans. There are drums and other fixtures.

14. State whether there was, or was not, a heavy rain on the day before the great increase of water in the river, as stated in your answer to the 33d interrogatory?

Ans. It was a wet day, but not a great rain.

15. In what manner and of whom did you make the claim of one-twelfth of the water power on Laconia side of the river? and what did the persons of whom the claim was made do or say in consequence thereof?

Ans. I never had an occasion to make any claim of any one. Our right was never disputed that I know of; it was always admitted that we had a right to one-twelfth of the privilege.

16. How did the other owners of the water power acquiesce, as you have stated, in answer to 40th interrogatory, in said claim? and who were the persons so acquiescing?

Ans. They acquiesced by making no objections,—I mean all the proprietors.

17. What alteration, for the forty-one years you have lived here, if any, has been made in the capacity of the flume connected with the complainant's mill?

Ans. The flume has been rebuilt, or nearly so, in that time; but whether the capacity has been changed, I cannot say.

18. State if you know any instance, since 1832, when any person owning, or claiming to own, any rights in said water power, have requested, for any cause, that the quantity of water running in the flume connected with the complainant's said mill should be reduced?

Ans. I don't know that I do.

19. How are you enabled to state the proportion in which said water power was claimed to be held in 1832?

Ans. Because I had always understood it was divided in that way, and consented to by the individual proprietors.

20. When was the Perley canal dug? When and in what respect, and to what extent has it since been altered?

Ans. The Perley canal was commenced before I came to this place, forty-one years ago. He completed it after I came here. It was four or five years before he got water into it. The canal has been altered within ten years, by deepening and widening, so that they can draw six times as much water as Perley could.

21. What kind of a wheel was in use in said shop or mill when you put in the tub-wheel above-mentioned? State its dimensions as nearly as you can, and what machinery was operated by said first-mentioned wheel?

Ans. The first wheel was a tub-wheel, that had been used by Mr. Tucker, about twelve or fourteen feet in diameter, as nearly as I can state. I would not venture to state less than fourteen feet. A trip-hammer was operated by Tucker.

22. In preparing to spin cotton, in 1832, did you, or not, repair the flume? And if so, at what expense, and who put in the tub-wheel above-mentioned, when you repaired, or assisted in doing said repairing? Name as many of the workmen as you can recollect; what changes, if any, were made in said flume? Please state particularly.

Ans. I don't remember that we had to do anything to the flume. We had other repairs to make in the mill, and to change the position of the wheel, which lasted through the winter, so we did not get to spinning until the next summer,—my son, Asa T. Parker, John Gil-

bert, now dead, Nathaniel Batchelder, of Meredith, and some other hands that I cannot remember. I did what I could myself.

23. Was, or not, said flume repaired at any time? and was, or not, any change made in the dimensions of the gate, to let the water on to the wheel? If so, what?

Ans. There was some alteration made to the gate, and in moving the wheel we had to alter the aperture, to let the water on to the wheel. I am unable precisely to state, but think the gate was diminished, and, if anything, the aperture was made smaller. The Tucker flume was used for some time. I cannot state what year, but I built a part of a flume, extending down river, afterwards. Somewhere in 1842, or 1843, I built a piece of a flume, extending from the wing-dam, fifteen to twenty feet long, and the same that is there now.

24. Will you describe what the first aperture was in said flume in 1832, and what was the position, relatively, above or below that which you put in when you repaired in 1832? and whether, when you built the new piece of flume, you opened a new gateway in the same? And if so, how it compared with the others in point of size?

Ans. I cannot say whether the new aperture was above or below the old one. The old one was within three or four feet of the end of the flume. I think I did build a new gate in the new piece of flume I built, but relatively in the same place, perhaps a little nearer to the end of the flume; I think it was nearer. In size it was the same as the old one.

25. State whether you paid in cash the annual rent of three hundred and fifty dollars for three years? If not, how did you pay it, and to whom?

Ans. I suppose I paid it in cash, to my brother, John A. Parker.

26. After you ceased to pay three hundred and fifty dollars, what rent did you pay for the residue of the time you held said premises, and to whom did you pay it?

Ans. After I ceased to occupy, the mill lay idle until rented, as I have stated.

27. What rent did you pay for said premises from 1832 to 1839 inclusive?

Ans. During these years I had an understanding with my brother to buy the property, paying the cost and interest on the same, provided I could succeed in my business. In 1839 I failed to comply with this verbal understanding, and in 1839 I rented the premises at the rate I have stated, having paid no rent for those years previous.

28. In what condition was the flume to complainant's premises during the first three years you occupied them?

Ans. The flume was in tolerably good repair and tight?

29. How long did the flume continue tight?

Ans. It continued in use for a number of years; occasionally there would be a cap piece break, or a plank give way, which we repaired.

30. What use was made of Daniel Tucker's trip-hammer?

Ans. Tucker kept it pretty constantly in use, making a great many scythes and axes, and ploughshares, and other heavy work.

31. State whether, soon after you ceased to occupy said premises, and your said son, Asa T. Parker, one or both of you, had, or not, occasion to take the benefit of the bankrupt act?

Objected to as irrelevant by complainant's counsel, and incompetent.

Ans. We both availed ourselves of the bankrupt act.

32. State whether you have, or have not, any interest in the event of this suit, or in the water power to which it relates?

Ans. I have not the least.

33. Have you or not, any interest in any water power or privilege on this river?

Ans. I have not.

34. State whether in your answer to the 11th cross-interrogatory, you intended to say that the water in the flume, as conveyed by Daniel Tucker to said Boynton, was so low as not to drive a trip-hammer, bellows, wheel and grindstone, or half of that machinery, as stated in the question and answer, or did you intend to confine your answer to the complainant's share of the water power?

Ans. I meant the whole flume.

Direct Examination resumed by complainant's counsel.

60th int. State whether or not in 1832, and for any time afterwards, the wide flume, called by you the wing-dam, extended down by the premises as far as the present narrow flume does, or further? If so, for what length of time did it continue in that condition?

Ans. It extended down a little below the present narrow flume, and remained until I built the narrow flume.

61. State whether Daniel Tucker used more than one gate in the flume at the time he occupied the Parker & Boynton premises, and whether the gate you put into the narrow flume is greater or less than one half of those used by Tucker, or those now existing on the plaintiff's and Boynton's premises?

Ans. He used three, certainly, if not four. The gate I put in was a great deal less than one-half of those used by Tucker, and a great deal less than one-half of those now existing in the plaintiff's and Boynton's premises.

62. State whether or not, you cut off the wide flume and built the present narrow flume, for the same distance down the river?

Ans. I took away the old flume and built the narrow one; the old flume was a few feet the longest.

63. Did you do so with, or without, the knowledge of the complainant, and had you, or had you not, any permission or direction from him to do so?

Ans. I made the alteration without my brother's knowledge, and on my own responsibility.

Cross-examination resumed by defendant's counsel.

35. State whether or not, you have recently obtained the signatures of persons to a petition to the legislature of the State, praying for the regulation of and restrictions upon the powers of the defendants in reference to the water in the lake and its outlet; if yea, how long were you so employed, into what towns did you go for that purpose, and about how many names did you obtain to said petition?

Note.—Complainant's counsel objects for irrelevancy.

Ans. I had such a petition drawn, and carried it into Moultonboro', Centre Harbor, Tuftonboro', and Wolfeboro', Alton and Holderness, Meredith, Gilford and Laconia, to obtain signatures, and obtained 929 signatures. I cannot tell precisely the amount of time, but should say I was engaged from 15 to 20 days in the busines.

36. Who drew the petition? and at whose procurement?

Ans. I don't know who drawed the petition, but suppose it was procured by my brother, John A. Parker.

37. During this time did you have any consultaton with, or receive any direction from John Coe, in regard to the subject-matter of said petition? or with James Worster?

The question objected to as irrelevant.

Ans. No.

Direct Examination resumed by complainant's counsel.

64. State who sent you the petition, who employed you to get signers, if you have been paid for such service; if so, who paid you, and whether or not you have any interest, for profit or otherwise, in the result of said petition?

Ans. My brother, John A. Parker, sent me the petition and employed me to get signers, and has paid me for the service. I have not the least interest, for profit or otherwise, in the result of said petition. Said petition was procured in 1856 and 1857, and presented at the last session of the legislature.

ISAAC M. PARKER.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 21st, 1857.

Personally appeared the said Isaac M. Parker, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me, J. A. RICHARDSON,
Commissioner.

I also certify that this deponent travelled one mile and attended three days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Alvah Tucker, of Gilford, in the county of Belknap, testify and say in answer to the following interrogatories:

1. You have stated in your deposition sworn to on the twenty-first of August, 1857, your knowledge of the John A. Parker privilege at Meredith bridge, and of the manner in which the water at the Meredith bridge dam has been managed for many years past; will you now state the comparative value of said privilege by the year, prior to the time when the present Lake Company commenced the regulation of the water, about the year 1846, and since, down to the present time? how much has the yearly value been increased or diminished since 1846, by the alteration in the management of the water which you have described in your former deposition, assuming that John A. Parker owned one-twelfth of the water on the Meredith side at said dam? Answer the same question assuming that Mr. Parker owned a right to draw water sufficient to carry wheels for a trip-hammer, grindstone, and bellows, such as Daniel Tucker had in the shop when you first knew it in 1811? State according to your best judgment, as to the annual value of said property and water power for use at the times specified?

Note.—This question objected to by defendants, as seeking an opinion, and as incompetent.

Ans. I don't know that I could state the comparative value of this privilege by the year, before and since 1846. Its value would be determined by the state of business. The average column of water passing under the Meredith bridge is six hundred cubic feet to the second, through the whole year. The Lake Village Manufacturing Company have a right, by the terms of settlement, to reduce it two hundred cubic feet to the second, consequently, according to my judgment, the Parker privilege and all the privileges at Meredith bridge are reduced one-half in value for permanent business. I mean as the water has been managed for the last ten years, that is my view of it.

Upon cross-examination by defendant's counsel, the deponent saith in answer to the following interrogatories:

1. How do you ascertain the quantity of water passing the bridge at Meredith bridge?

Ans. I have computed it by the gates on both sides, by taking the orifice of the gates, and the theoretical speed of the water under which the gates are placed.

2. Do you mean to be understood as saying that the quantity of water annually passing under the Meredith bridge has been reduced during the last ten years?

Ans. No.

3. How are you able to state that the Lake Company have for any considerable time reduced the discharge of water at Lake village to two hundred cubic feet per second?

Ans. I see it, and measured it last fall, when a weir was being put in; this is the only time I have measured it.

4. How did you measure it?

Ans. By taking the depth of the water passing through the old dam into the Lyford wing, and the width of the column of water, and counting the speed per second by feet, and in this manner ascertaining the number of cubic feet.

5. State whether you predicate your estimate of the reduced value of the mill privileges at Meredith bridge, upon the idea that the Lake Company would, as a general thing, reduce the discharge of water to as small a quantity as they have the right to do by their said contract?

Ans. Yes; I think the value reduced by the power the Lake Company have of controlling the water under the settlement.

6. In making said measurement, what did you find to be the length, width, depth, and velocity?

Ans. I don't remember now; I did not keep my minutes.

7. Will you state the width, depth, length, and velocity necessary to a discharge of two hundred cubic feet per second?

Ans. Yes. A width of twenty-five feet, a depth of four feet, and a velocity of two feet per second.

8. How did you get the velocity?

Ans. Mr. Ham was with me, and held a watch, and I threw in a chip to ascertain the velocity. I don't state this as a very nice experiment, but approximating towards a correct result.

9. How far did you note the passage of the chip?

Ans. I cannot tell; I have kept no minutes. I took measurement, but I cannot recollect.

Direct Examination resumed.

2. Did or not Mr. Ham make a calculation at the time referred to of the quantity of water then passing? What Mr. Ham was it?

Ans. We made the calculation together. It was Mr. Thomas Ham, of Lake village.

3. How happened you and Mr. Ham to be there?

Ans. I was called there by Mr. Sanborn who was putting in a weir, to consult about some spiling he was putting in.

4. Prior to 1846, what was ordinarily the period of high water at the Meredith bridge dam? and what was ordinarily the period of low water?

Ans. The period of high water was ordinarily from the first of April to about the middle of May. The period of low water, I should set from the middle of July to the last of August.

5. Has the period of high water, or of low water, at said dam, occurred at any different time since 1846?

Ans. Yes. Now we ordinarily have about as full a river in July and August as we usually had before that time, in the season of high water in the spring. Low water now occurs in the months of October and November.

ALVAH TUCKER.

District of New Hampshire, Belknap County, *ss.*

LACONIA, September 25th, 1857.

Personally appeared the said Alvah Tucker, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Isaac M. Parker, of Laconia, in the county of Belknap, testify and say in answer to the following interrogatories:

1. You have stated in your deposition, sworn to the 21st of August, 1857, your knowledge of and connection with the John A. Parker privilege since 1832, and of the manner in which the water at the Meredith bridge dam has been managed during that time; will you now state the comparative value of said privilege by the year prior to 1846, and since, down to the present time; that is, how much has the yearly value been increased or diminished since 1846, by the alterations in the management of the water, which you have described in your former deposition, assuming that John A. Parker has, during said time, owned one-twelfth of the water on the Meredith side at said dam? State according to your best judgment, as to the annual value of said privilege for use at the time specified?

Note.—W. H. Y. Hackett, for defendants, objects to this question as seeking an opinion of one who is not an adept.

Ans. The yearly value previous to 1846, I should say was two hundred and fifty dollars for use, and since we have been able to get only from seventy-five to one hundred dollars per year. The yearly value since 1846 has diminished about two-thirds.

2. Have you, or not, made any search or inquiry for a certain award, or for a copy of the same, said to have been made about the year 1825, by Stephen C. Lyford and others, in relation to the ex-

pense of building the Meredith bridge dam, or to the division of the water at said dam? If so, please state what search or inquiry you have made for the original or the copy?

Ans. I have made search and inquiry for such an award. I made inquiry of such sources here as I thought might afford information, and I have also searched the record at Dover, from 1823 to 1835, without finding it there. Since I have had access to a quantity of old papers that belonged to the late Daniel Avery without finding it there. I have also applied to the town clerk of Meredith to know if such an award is on his records, but have had no return.

3. Will you state, in relation to the land of the complainant at his privilege, as to its capacity to contain a mill larger than the one now standing on it?

Ans. There is land enough, if the old building was taken away, to erect a factory sixty-five by forty feet, or thereabouts.

Upon cross-examination by defendants' counsel, the deponent saith, in answer to the following interrogatories:

1. In estimating the value of the complainant's water privilege, before and since 1846, do you or not take into consideration the change of business, either in the country or at Meredith bridge, one or both?

Ans. I don't know that I really considered either.

2. Was not said award, or an authenticated copy of it, ever put into your hands for preservation?

Ans. Never.

ISAAC M. PARKER.

District of New Hampshire, Belknap County, *ss.*

September 26th, 1857.

Personally appeared the said Isaac M. Parker, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Alexander Beaman, of Chelsea, in the commonwealth of Massachusetts, testify and say, in answer to the following interrogatories:

1. Did you formerly reside in Meredith bridge village, so called? For how long a time did you reside in said village?

Ans. I did. I resided at Meredith bridge village permanently from 1830 up to 1847.

2. When did you first have anything to do with water power or privilege at the Meredith bridge dam?

Ans. I think it was in the fall or first of the winter in 1831.

3. Was you or not the agent of the Aquedochton Company? How long did you continue such agent?

Ans. I was agent of said company from 1832 to 1835,—I think,—it might have been 1836.

4. What was the occasion of your ceasing to act as agent of said company?

Ans. The Aquedochton Company sold out their interest to the Strafford cotton mills.

5. Who was the agent of the Strafford Cotton Mills after the purchase of the Aquedochton's property?

Ans. I was chosen agent of that company, and acted in that capacity for about eleven years, up to 1847. The name of the Strafford Cotton Mills was changed to the name of the Belknap Manufacturing Company, and I continued on as the agent of that company.

6. Did or not the Belknap Company subsequently purchase the real estate of the Avery Factory Company, at said dam? if so, at about what time?

Ans. The Belknap Company did purchase the real estate of the Avery Factory Company, I think in October, 1843.

7. Did or not said Belknap Company subsequently purchase the Morrison mill, so called, at said dam? if so, at about what time?

Ans. The Belknap Company did purchase the Morrison mill, in 1845, I think. I took the deed from Morrison and conveyed the property to the Belknap Company.

8. State which of said mills or property, if either, was the property formerly owned by Seth Cheney; which, if either, was the property formerly owned by John Chase; which, if either, was the property formerly owned by Daniel Avery; and which, if either, was the property formerly owned by Samuel Bean.

Ans. The Aquedochton mills were formerly the property of Seth Cheney; the Strafford Company's property was formerly owned by John Chase. Daniel Avery owned the Brick mill and land under it, with the boarding-houses, and was known as the Avery Factory. The Morrison property was formerly the Sam. Bean property.

9. Can you state what right in the water at the dam you claimed while you acted as agent of the Aquedochton Company?

Note.—This question objected to by defendants as incompetent to prove title, and as irrelevant and immaterial.

Ans. We claimed one-twelfth of the water on the Meredith side.

10. What right in said water did you claim while you acted as

agent of the Strafford Cotton Mills, before you purchased the property of the Avery Factory Company?

Note.—This question objected to by defendants for the same reasons stated in the next preceding question.

Ans. Three-twelfths.

11. What right in said water did you claim while you acted as agent of the Belknap Manufacturing Company, after you purchased the Avery Factory property, and before you purchased the Morrison mill?

Note.—Defendants make the same objections as in the two previous questions.

Ans. We claimed eight-twelfths.

12. What right in said water did you claim when you acted as agent of said Belknap Manufacturing Company, after you purchased the Morrison mill?

Note.—Defendants object as in the three last questions.

Ans. Ten twelfths.

13. Do you know what right in said water the Strafford Cotton Mills claimed before you became their agent?

Note.—Defendants object as in the preceding questions.

Ans. They claimed two-twelfths.

14. Do you know what right in said water the Avery Factory Company claimed while you was agent of the Aquedochton Company, or of the Strafford Cotton Mills, before you purchased the Avery Factory property?

Note.—Defendants object as in the questions immediately preceding.

Ans. They claimed five-twelfths of the water.

15. Do you know what right in said water, while you was agent of said company, the proprietor or proprietors of the Morrison mill claimed?

Note.—Objected to as in the questions immediately preceding.

Ans. They claimed two-twelfths.

16. Do you know what right in said water, while you was agent of said companies, the proprietors of the Boynton and Parker privilege, formerly called the Tucker privilege, claimed?

Note.—Defendants object as in the last preceding questions.

Ans. They claimed two-twelfths. I mean in all these answers the rights on the Meredith side of the river.

ALEXANDER BEAMAN.

District of New Hampshire, Belknap County, *ss.*

September 25, 1857.

Personally appeared the said Alexander Beaman, and made oath, that the foregoing deposition by him subscribed, contains the truth,

the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one hundred miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Thomas Eastman, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. Do you reside in the village of Meredith bridge? How long have you resided in said village?

Ans. I do reside in this village, and have resided here for about twenty years.

2. Were you or not an owner in the capital stock of the Belknap Manufacturing Company, at the time Alexander Beaman sold out his interest in said company, in 1846?

Ans. I was an owner.

3. What was your interest in said company from the time Mr. Beaman sold out, until the company conveyed the property on the north side of the highway to Dodge & Tucker?

Ans. I owned one-quarter part.

4. What was your interest in said company, after the company conveyed to Dodge & Tucker, and how long did such interest continue?

Ans. I owned a half after that, and I think it was less than a year before it was conveyed again.

5. Down to the time when the company conveyed to Dodge & Tucker, what title in the water at the dam did said Belknap company claim?

Note.—This question objected to by defendants as immaterial.

Ans. We then claimed to own ten-twelfths.

6. After the company conveyed to Dodge & Tucker, what right in the water did the company claim?

Note.—Mr. Hackett, for defendants, objects to the question as immaterial.

Ans. After the conveyance to Dodge & Tucker, we claimed to own seven-twelfths.

THOS. EASTMAN.

District of New Hampshire, Belknap County, *ss.*

Laconia, September 26th, 1857.

Personally appeared the said Thomas Eastman, and made oath that

the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled one mile, and attended one day, to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Jeremiah Lamprey, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. What is your occupation?

Ans. I am a carpenter.

2. Do you reside in the village of Meredith bridge, so called? How long have you resided in said village?

Ans. I reside in the village of Meredith bridge, and have resided here since 1852.

3. Have you ever been employed in the Parker mill at Meredith bridge? If so, what did you do there, and for how long a time, and when?

Ans. I have been employed in said mill. My business was turning bedstead stuff for most of the time. I commenced working there in the summer of 1852, and continued there nearly three years.

4. What was the condition of the water during the years you worked in the Parker mill? What was its condition during the season of ordinary high water, and what its condition during the season of ordinary low water?

Ans. A considerable portion of the time we had water enough, and a portion of the time we could not work to advantage, the water was so low. In dry seasons, we had water enough; in wet times or season, we had not a supply of water.

5. Will you state in what way, and to what extent, you were troubled for want of water during those years?

Ans. The water was so low we could not run the wheel to advantage, and this occurred usually in the spring and fall.

6. For how long a period at any one time were you troubled for want of water?

Ans. I cannot state exactly, but think there were times when we had to lay by about a month.

7. Have you made any measurement of the water at the Meredith bridge dam at any time? If so, when was it the lowest you ever found it, when you measured, and how low was it?

Ans. I measured it last summer, a year ago, in the month of Au-

gust. I think I measured from a pin in the dam, at the corner of Buggel's mill, and at this time the water was thirteen inches below the pin. This pin was put in a good while ago, and said to be the point at which the water was to be kept.

Note.—Defendants object to that part of the answer which depends on hearsay.

8. Will you describe said pin, and its position?

Ans. The pin was iron, driven into the dam, at the corner of Buggel's mill, pointing up into the water.

9. Have you measured at other times? If so, what was the result, and when was it?

Ans. During the time I worked in the Parker mill, I used to go out and measure the water by this pin, and the times were in the spring and fall, when the water was low. The reason why I measured it was, because we were short of water, and the result was, I found it from eight to twelve inches below the pin; when the water fell off, we easily discovered it, as it decreased the speed.

10. What machinery was used in the Parker mill, when you worked there?

Ans. We run three lathes, two circular saws, a tenoning machine, a planing machine, and a boring lathe. We had also a grindstone, and a gang of circular saws, consisting of four saws, for grooving purposes.

11. What portion of the time did you have occasion to use said machinery? Did you ever have occasion to use the whole at the said time?

Ans. We did not use the machinery the whole of the time. We used the lathes constantly, also the splitting-saw; the rest of the machinery a part of the time; the planing machine we used two or three hours a day, the cutting-off saw about the same time per day; the rest of it was used but very little.

Upon being cross-examined by defendant's counsel, the deponent saith, in answer to the following interrogatories:

1. About how much power, worked at horse-power, did it require to carry on the manufacturing in which you were engaged while employed in the Parker mill?

Ans. I cannot make an estimate to be relied on as accurate.

2. State whether the said manufactory required more or less water-power than would be required to carry such a trip-hammer, a grindstone, and bellows, as Daniel Tucker formerly used?

Ans. I should think about the same.

3. How did the drought of the summer and autumn of 1854 affect the water at said mill?

Ans. I don't know that I can tell exactly how it was that year.

4. How frequently, and for what length of time, was said mill

stopped for want of water while you worked there? Were you ever stopped except in 1854?

Ans. We worked most of the time I was there. We might have stopped three times for lack of water, from one week to two or three weeks, besides the month's stoppage before mentioned. I think we stopped in 1854. I don't recollect certain about it.

5. What other mills, if any, at Meredith bridge, stopped for want of water, while you were employed at the Parker mill, and for how long a time?

Ans. The peg-mill stopped, the grist and sawmill stopped for a while; the ticking-mill also stopped. The grist-mill was run occasionally. I cannot state the year, but think it was in the fall, owing to the low state of the water, and at the same time the bedstead-mill stopped. It did not seem occasioned by drought, for we had had a fall of rain about that time; previously it had been dry, and we had sufficient water.

6. How many years have you been acquainted with the pin near Buzzel's mill?

Ans. Since the summer of 1852.

7. What month, in the year of 1856, was it you measured the water at the pin at Buzzel's dam?

Ans. I think it was in the month of August.

8. Who worked with you in said mill, and for whom did you work?

Ans. I worked for John B. Leach, Charles H. Lamprey, Sylvester Lamprey, Pliny R. Gilman, Edward Bacon, Charles Gilford, Mr. Roberts, Samuel Jewett, and Palmer G. Chase. The Lampreys worked all the time; also, Charles Gilford and Pliny Gilman most of the time; the others were there only a part of the time.

JEREMIAH LAMPREY.

District of New Hampshire, Belknap County, *ss.*

September 24th, 1857.

Personally appeared Jeremiah Lamprey, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Joseph Libbey, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. Was you formerly engaged in carrying on a mill at Lake village? If so, where and what mill?

Ans. I was first employed there in 1814, carrying on the Folsom mills, so called and continued one year at that time. In March, 1824, I went there again, and remained there three years, carrying on the same mills. I have had no charge of the mill since.

2. Do you know anything of the dam which was erected at Meredith bridge about 1825, as to whether it was higher or lower than the previous dam at that place? If so what was the difference, as near as you can tell?

Ans. At the time the dam was building at Meredith bridge, in 1825, I was building a mill at Lake village. The dam was finished first, and the water flowed back and covered my apron, so I raised the new apron six inches, but still the water continued to rise, and I had to shove the plank down, and from this circumstance I suppose the new dam was higher or tighter. The water was raised eighteen inches higher than it was by the old dam. I have no doubt the new dam was higher.

3. At the time when you carried on the Folsom mills, and previous to the erection of the Batchelder and Lyford dam, was there any dam across the river at Lake village?

Ans. Not any.

4. How was the water regulated for the use of the mills at the Lake village dam when you carried on said mill?

Ans. We had nothing but the wing-dams, called the Nelson and Folsom dam; the channel of the river was open. In the drought of summer we put down what we called flash-boards across the river, and gravelled them to turn the water into the wings. In the season of high water in the spring, we took away the flash-boards across the river, and also the flash-boards from the wing-dams.

5. Was the water at the Lake village dam when you carried on the Folsom mill ever let down or drawn off for the use of any mill or mills on the Merrimac river?

Ans. No.

6. Do you reside near the shore of Long bay? How long have you resided there?

Ans. I do, and have resided there most of the time for fifty years.

4. Has the water in said bay, since 1846, been kept any higher or lower than it was previous to that time? If so, how much is the difference as near as you can tell?

Ans. I have made no measurements, but judging from the rocks and stumps on my land on the shore of Long bay, I should judge the water, since 1846, was eighteen inches to two feet higher than it was previous to that time.

JOSEPH LIBBEY,

District of New Hampshire, Belknap County, *ss.*

September 24, 1857.

Personally appeared the said Joseph Libbey, and made oath that the foregoing deposition by him subscribed contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled four miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, William F. Clifford, of Gilford, in the county of Belknap, testify and say in answer to the following interrogatories:

1. Are you now or have you been in the employment of the Lake Company at the Weirs? If so, for how long a time, and in what capacity?

Ans. I have been employed six or seven years, first and last, at the Weirs by the Lake Company to keep the minutes of the water.

2. Do you not keep a record of the height of the water in the Winnipiseogee lake above the Weirs?

Ans. I do.

3. Has or not the Lake Company a gauge fixed in the margin of the lake for the purpose of measuring the elevation of the water in the lake?

Ans. They have.

4. How often do you make a record of the height or stage of the water in the lake?

Ans. Every day, except some days I am absent, and then I have a substitute.

5. State, if you know from your records, what has been the extreme fluctuation in the height of the water in the lake from high water to low water, at any period since you kept the record?

Ans. I cannot state from memory, but can from a record I have with me. From 1855 to this time I am able to state the fluctuation of the water from high to low in the lake. The lowest water was in March 28th, 1856, six inches and three quarters below zero. The record kept previously I delivered to Mr. Ham, who has been in the habit of taking the minutes kept by me, sometimes every week and sometimes once a month. Previously to the time of delivering the minutes to Mr. Ham, I was in the habit of delivering them to Mr. Bell, the late agent. Since giving the foregoing answer, I have re-

ceived from Mr. French, the agent of the company, the book commenced by me April 15, 1853, and continued down to September 1, 1854, giving the state of the water each day.

6. Have you any means of knowing what was the extreme fluctuation between high water and low water before the Lake Company undertook the regulation of the water? If so, state what was the extreme from your knowledge.

Ans. I have no means of knowing.

7. How much have you ever known the water in the Winnipiseogee lake to fall in twenty-four hours by reason of discharging the water from the dam at Lake village?

Ans. I cannot tell.

8. Have you or not examined the two books referred to, so as to be able to state the number of days, during the time embraced in the first book, from April 15, 1853, to September 1, 1854, when the water fell two inches or more in twenty-four hours; the number of days when it fell between one and two inches; the number of days when it fell between half an inch and one inch; the number of days when it fell half an inch, and the number of days when it fell one-fourth of an inch? Will you answer the same question as to the period embraced in the second book, from June 1, 1855, to the present time?

Ans. I have examined the book referred to, and find that there were nine days embraced in the period covered by the first book, from April 15, 1853, to December 31, 1853, when the water fell between one and two inches in twenty-four hours, and twenty-one days when the water fell between a half an inch and one inch in twenty-four hours, thirty-five days when it fell half an inch in twenty-four hours, and thirty-five days when it fell one quarter of an inch in twenty-four hours. From the 1st of January, 1854, to September of the same year, I find there were fifty-four days when the water fell one half an inch in twenty-four hours, and one hundred and five days when the water fell one quarter of an inch in twenty-four hours. On examination of the second book of minutes, I find that from June 15, 1855, through the residue of the year, the water fell in five different days, one inch in twenty-four hours; nine days in the same time, when the water fell three-quarters of an inch in twenty-four hours; thirty-two days when the water fell one-half an inch in twenty-four hours; and fifty-four days when it fell one-quarter of an inch in twenty-four hours. From minutes kept for the year 1856, I find there was one day when the water fell two inches in twenty-four hours; one day when it fell one inch in the same time; nine days when it fell three-fourths of an inch in the same time; thirty-seven days when it fell a half an inch in the same time, and one hundred and nineteen days when it fell one-quarter of an inch in twenty-four hours. From the year 1857, I find that there was one day when the water fell one inch and a quarter in twenty-four hours; three days

when it fell one inch in the same time; nine days when it fell three-fourths of an inch in the same time; twenty-one days when the water fell one half an inch in the twenty-four hours; and seventy days when the water fell one-quarter of an inch in twenty-four hours.

9. Do you know where the other books are, on which you kept the record of the water?

Ans. I do not know. I delivered them to James Bell, the late agent.

On being cross-examined by defendant's counsel, said deponent saith, in answer to the following interrogatories:

1. How often, and at what times in the day did you note and record the state of the water?

Ans. Once each day, in the morning, about seven o'clock in the summer, and from 8 to 9 o'clock in the winter.

2. What was the character of the winter preceding March, 1856? Was there much or little rain or snow?

Ans. Some snow, but very little rain, much less than usual.

3. What had been the state of the weather for a month preceding April 20, 1857? Had there been much or little rain in that time?

Ans. I should think it was more than usually rainy; a great deal of water fell.

4. What is the effect of rain or winds upon the water in the lake when your gauge is kept?

Ans. When the wind is in the east, it will raise the water half an inch; when in an opposite direction, it depresses the water to the same extent.

5. From what direction had the prevailing winds blown for thirty days immediately preceding April 20, 1857? How many days did it blow from the east?

Ans. At this time, the winds were in a westerly direction, but as there was ice in the lake, the water was not affected by the winds. The 19th, 20th, 21st, and 22d, the wind was east.

6. You state that the month of April, 1856, the water varied from zero to $8\frac{3}{8}$ inches above, and that in 1857, it was from $28\frac{1}{2}$ inches to 43 inches above zero; can you state the cause of this great fluctuation?

Ans. In the spring of 1856, I think there was but little rain, according to my recollectoin. In 1857, the spring was wet, and I know of no other cause for the fluctuation.

7. Are you or not able to state the amount of evaporation from the lake, in any twenty-four hours? if you can, state what it was.

Ans. I have no means of answering the question.

8. Have you or not noticed any difference in the fall of the lake, in a fair and cloudy day? if yea, what was it?

Ans. I have noticed it. In sunny days, I have observed that the water would sometimes fall a half an inch; in cloudy days, the fall

would not be more than a quarter of an inch. I have also known the water to fall three-fourths of an inch in a sunny day, when in a cloudy day it would not fall more than a half an inch.

9. You have stated on your direct examination the days when the height of the water varied from one-fourth of an inch upward. Do you intend to be understood, that on the other days, the variation was less than one-fourth of an inch?

Ans. Yes.

10. What is the greatest variation you have ever known to be occasioned by the wind?

Ans. I cannot tell. I keep a board up to protect the gauge, but have sometimes thought it affected the water to the extent of an inch but I cannot exactly tell.

Direct examination resumed by complainant's counsel.

10. Have you stated that the month of April, 1856, the water rose from zero to $8\frac{3}{8}$ inches above, and that in April, 1857, it was from $28\frac{1}{2}$ inches to 43 inches above zero, as is assumed in the 6th cross-interrogatory? if not, please now state what is the fact.

Ans. The water varied in April, 1856, from zero to eight and three-eighths of an inch above; in April, 1857, it was from twenty-eight and one-eighth of an inch to forty-three inches above zero. I don't know whether I have before so stated or not.

11. In your answer to the 6th cross-interrogatory, you say you know of no other cause for the fluctuation therein referred to, except there was but little rain, and the next spring was wet. Do you know whether letting more or less water pass the dam at Lake village had anything to do with said fluctuation?

Ans. I should think the management of the dam had some effect on the state of the water in the lake, but I cannot tell.

12. What means have you of stating how much effect the wind has on the height of the water, at the place where you take your measurements? Are you able to state accurately?

Ans. I am not able to state accurately the effect of the winds, but as I have before stated, should think it affected the water at times an inch.

13. In how many instances have you noticed the effect of evaporation on the lake, and when?

Ans. I have observed it in very hot days in the summer, and every hot day since I have been in the habit of taking the minutes.

Cross-examination resumed.

11. Please annex a copy of the record from which you have certified in regard to the height of the water?

Ans. The copy is hereto annexed, to be examined and certified by the commissioner.

WM. T. CLIFFORD.

District of New Hampshire, Belknap County, *ss.*

September 25th, 1857.

Personally appeared the said William T. Clifford, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me, J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled twelve miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

A Schedule of the Heights of the Water in Winnipiseogee lake, at the gauge near the Weirs landing, commencing April 15, 1853, and ending September 25, 1857.

January.

	1853. Inches.	1854. Inches. Above 0.	1855. Inches. Below 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.		17¾	3¼	18¾	14¾
2.		18	3½	18⅝	14½
3.		17¾	3¾	18¾	14½
4.		17¾	3½	18¾	14¼
5.		17½	3½	18⅝	14
6.		17¼	3½	18⅝	14½
7.		16¾	3¼	18¾	14¾
8.		16¼	3¼	18¾	14½
9.		16⅛	3¼	18¾	14¾
10.		16	3½	18½	14¾
11.		15¾	3¼	17¾	14½
12.		16	3⅛	17¾	14¼
13.		16⅛	3¼	17¾	14½
14.		16¼	3½	18	14
15.		16½	3¼	17¾	13¾
16.		16⅜	3¼	17½	13½
17.		16¾	3¼	16¾	13½
18.		16½	2½	16½	13¼
19.		16¼	2½	16¼	13½
20.		16½	2½	16	13¾
21.		16⅝	1¼	15¾	14¼
22.		16¾	0	15½	14½
			Above 0.		
23.		16⅜	2	15¼	14¾
24.		16¼	2½	15	14¾
25.		16⅛	2¾	14½	14½
26.		16⅛	3¼	14¼	14
27.		16	3⅝	14	13¾
28.		15¾	4	13¾	14
29.		15¾	4¾	13½	13½
30.		15½	4¾	12¾	13⅛
31.		15¼	6	12½	13

February.

	1853. Inches.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.		15	7¼	12	13½
2.		14¾	7½	11¾	13¾
3.		14½	7½	11½	13½
4.		14	7¾	11¼	13¼
5.		13⅞	8¼	10¾	13⅛
6.		13¾	8¼	10¼	13
7.		13½	8½	10	13¼
8.		13¾	8¼	9¾	13½
9.		13¾	8½	9½	13¾
10.		13½	8¾	9¼	14
11.		13¼	9	9	14½
12.		13	9¼	8½	14½
13.		13	9¼	8	14¾
14.		12¾	10	7¾	15
15.		12½	10½	7½	15¼
16.		12½	11	6¾	15½
17.		12¼	12	6½	15¾
18.		12	12½	6¼	16¾
19.		11½	13	6	18¾
20.		11	12¾	5¾	19½
21.		11	12¾	5½	20½
22.		10½	12½	4¾	21½
23.		10¼	12¾	4¾	21¾
24.		10	12¾	4½	22
25.		9½	12½	4	22¼
26.		9½	12½	3¾	22¾
27.		9¾	12½	3½	23
28.		9¾	13	3	23¼
29.				2¾	

March.

	1853. Inches.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.		9 1/2	13 1/4	2 1/2	23 1/2
2.		9 1/4	13	2 1/4	23 1/2
3.		9	12 3/4	2	23 3/4
4.		8 3/4	12 3/4	1 3/4	24
5.		8 1/2	12 1/2	1 1/2	24
6.		8 1/4	12 1/2	1	24 1/8
7.		8 1/4	12 1/4	1/2	24
8.		8	12	0	24 1/4
				Below 0.	
9.		8	11 3/4	1/2	24 1/2
10.		7 3/4	11 1/2	1	24 5/8
11.		8	11 1/4	1 1/2	24 1/2
12.		8	11 1/8	2	24 3/4
13.		7 3/4	11	2 1/4	24 3/4
14.		7 7/8	11	2 1/2	25
15.		8	10 3/4	2 3/4	25 1/8
16.		8	11	3	25
17.		8	10 3/4	3 1/2	25 1/4
18.		7 3/4	10 1/2	3 3/4	25 3/8
19.		8	10 3/4	4 1/4	25 1/2
20.		8 1/4	10 1/2	4 1/2	26 7/8
21.		8	10	4 7/8	27 3/8
22.		7 7/8	9 3/4	5 1/4	27 3/4
23.		8 1/8	9 3/4	5 1/2	28
24.		8 3/4	9 1/2	5 3/4	27 3/4
25.		8 3/4	9	6 1/8	27 3/4
26.		8 1/2	8 3/4	6 1/2	27 1/2
27.		8 1/2	8 3/4	6 1/2	27 1/2
28.		8 1/4	8 1/2	6 3/4	27 5/8
29.		8	8 1/2	6 1/2	28 3/8
30.		7 5/8	8 1/2	5	28 1/4
31.		7 1/4	8 1/2	4 1/2	28 1/8

April.

	1853. Inches. Above 0.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Below 0.	1857. Inches. Above 0.
1.		7 1/2	7 3/4	3 1/2	28 1/8
2.		7	7 1/2	3	28 1/4
3.		6 3/4	7 1/2	5	28 1/8
4.		6 1/2	7 1/2	5 1/2	28 1/4
5.		7	7 3/4	5 1/2	28 1/2
6.		7 1/2	8 1/2	5 1/4	28 3/4
7.		7 3/4	9	5	32
8.		8 1/4	9 3/4	4 1/4	32 3/8
9.		8 3/4	10 1/4	3 1/2	32 1/2
10.		9 1/4	11 1/4	2 1/2	32 5/8
11.		9 3/4	12	1 1/2	33 7/8
12.		11	13	0	34
13.		11 3/4	13 1/2	0	34 1/2
				Above 0.	
14.		12 3/4	14 1/8	1/4	34 5/8
15.	20 3/4	13 1/2	15	1/2 3/4	40
16.	21	14 1/4	15 3/4		42
17.	21 1/2	14 1/2	16 3/4	1	42 1/2
18.	21 5/8	15 1/4	18 1/2	1 1/2	42 3/4
19.	21 3/4	15 3/4	20 1/4	2	43
20.	21 3/4	16 1/4	22 1/4	2 3/4	43
21.	21 5/8	17	25	3 3/4	42 1/4
22.	21 5/8	17 3/4	26	4 3/4	41 1/2
23.	21 1/2	18 3/4	27	6	40 1/4
24.	21 3/4	19 1/2	28	6 1/2	39 3/4
25.	21 3/4	20 1/4	28 1/2	7	39 1/4
26.	22	21	29	7 1/2	38 1/2
27.	22 1/4	23	30	7 3/4	38
28.	22 1/4	25	30 1/4	8 1/4	38
29.	22	27 1/4	30	8 1/2	37 1/4
30.	22	29	30 1/2	8 3/8	36 1/2

May.

	1853. Inches. Above 0.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.	21 3/4	31 1/2	30	8 1/2	35 1/2
2.	21 5/8	33	30 1/4	8 1/2	35 1/4
3.	21 5/8	33 3/4	30	9 1/4	36
4.	21 1/2	34 1/4	29 3/4	9 1/2	35 3/4
5.	21 1/2	35 1/8	29 1/2	9 7/8	36
6.	22	35 1/2	29 1/2	10	38 1/2
7.	22 1/8	35	29 1/4	10	38 1/4
8.	22 1/2	34 3/4	29	10 1/2	38
9.	23 1/2	34	28	11	38
10.	24	33 1/2	27	11	37
11.	24 3/8	33	26 1/2	11	36 1/2
12.	24 3/8	32 7/8	26 1/4	10 3/4	36
13.	24 1/2	32 1/2	26	11 1/2	35 1/2
14.	24 1/2	31 7/8	25 3/4	11 1/2	35 3/4
15.	24 3/4	32 1/8	26	11 1/4	34 1/4
16.	24 3/4	32 1/2	26 1/4	11 1/4	33 3/4
17.	24 1/2	32 1/2	26 1/2	11 1/2	33 1/2
18.	24 1/2	32 1/4	27	11 1/2	33 1/2
19.	24 3/4	34	27 1/4	11 1/2	33 1/4
20.	24 3/4	34	27 1/2	12 1/4	32 3/4
21.	25	34 1/8	28 1/2	12 1/4	33 1/2
22.	25	34 1/4	28	12	33 3/4
23.	24 3/4	33 3/4	27 3/4	12 1/4	33 1/2
24.	25	33 1/2	26 3/4	12 1/4	33
25.	25 1/2	33	26 5/8	12 1/2	32 3/4
26.	27	33	26 1/4	12 3/4	32 1/2
27.	29	32 1/2	26 1/2	12 1/2	32 1/2
28.	31 3/4	32	26 1/4	13	32 3/4
29.	32	31 3/4	26 1/4	12 3/4	32 1/4
30.	32 1/4	31 1/4	26 1/8	12 3/4	32 1/8
31.	32	30 1/2	26	13 1/4	32

June.

	1853. Inches. Above 0.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.	31 3/4	29 3/4	26	13 3/4	32 1/4
2.	31 1/4	29 1/4	26 1/8	14	32
3.	31	28 3/4	16 1/4	14 1/4	31 3/4
4.	30 1/2	28 1/2	26 1/2	14 1/8	30 3/4
5.	30	28 1/4	26 1/2	14 1/4	30 1/2
6.	29 1/2	28 1/8	26 3/4	14 1/2	30 1/4
7.	29	28	27	14 3/4	30
8.	28 1/2	28 3/4	27 1/2	14 1/2	29 3/4
9.	28	29	28 3/4	14 1/2	29 1/2
10.	27 1/2	29 1/4	29	14 3/4	29 3/8
11.	26 3/4	29 1/2	30	14 3/4	29 1/4
12.	26 1/4	29 1/2	30	15	29 1/4
13.	25 1/2	29 3/4	29 3/4	15 1/4	29 1/2
14.	25 1/4	29 1/4	29 1/2	15	29 1/4
15.	25	29	29 1/4	15	29
16.	24 3/4	28 3/4	29	14 3/4	28 3/4
17.	24 1/2	28 1/4	28 3/4	14 1/2	29 1/4
18.	24 1/4	28	28 1/2	14 1/2	29 1/4
19.	24	27 5/8	28 1/4	15	28 1/2
20.	24	27 1/2	28 3/4	15	28 1/4
21.	24	27 1/4	28 1/4	14 1/2	28
22.	23 3/4	27	28	14 1/2	28 1/4
23.	23 1/2	27	28 1/4	14 1/2	28 3/4
24.	23 1/4	26 1/2	28 1/8	14 1/4	28 3/4
25.	22	26 1/4	28 1/2	14 1/8	28 1/2
26.	22	26	28 1/2	14 1/4	29
27.	22	26	28 3/4	14 1/8	28 3/4
28.	22	25 7/8	29	14	28 3/4
29.	21 3/4	26	29	13 3/4	28 1/2
30.	21 3/4	25 1/2	29 1/4	13 1/2	28 1/2

July.

	1853. Inches. Above 0.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.	21½	26½	29⅛	13½	28¾
2.	21¼	26¼	29	13	28¼
3.	21⅛	26⅛	28⅞	12¾	27¾
4.	21	26	28½	13	27½
5.	21¼	26	28⅝	12¾	27½
6.	21	25¾	28¾	12½	27¼
7.	20½	25½	28¾	12¼	27⅛
8.	20	25¼	28½	12¼	27
9.	19½	25	28¼	12½	26¾
10.	19	25	28	12¼	26½
11.	18½	25⅛	28⅛	12⅛	26⅛
12.	18	25⅛	28¼	12	26
13.	17¾	25	28	12½	26⅛
14.	17¼	25	28	12¼	26¼
15.	16¾	24¾	27¾	12	26⅛
16.	16¼	24½	27½	12¾	26
17.	15¾	24¼	27	12¾	26
18.	15¼	24	26¾	12½	25⅞
19.	15	23¾	26½	12½	25¾
20.	15⅛	23½	27	12	26¼
21.	14¾	23¼	26¾	11¾	27
22.	14¼	23	26½	11½	27½
23.	14	23¾	26⅛	11¾	27¾
24.	13½	22⅝	26	11½	27¾
25.	18¼	23	26¼	11⅛	28
26.	13	22¾	26⅛	11⅛	27⅞
27.	12⅞	22½	26¼	11	27¾
28.	13	22	26¾	10¾	27⅝
29.	13	21½	26¾	10½	28
30.	12¾	21	26½	10¾	27⅞
31.	12¼	20½	26⅝	10¼	28

August.

	1853. Inches. Above 0.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.	12¼	20½	26⅛	10	27¾
2.	13	20	26	9¾	27¾
3.	13¾	19¾	25½	9¼	27½
4.	13¾	19¼	25	9⅛	27¼
5.	13¼	18½	25⅛	9½	27¼
6.	13¼	18	24¾	10	27⅛
7.	12¾	17½	24½	12	27
8.	12½	17	24½	13⅛	26¾
9.	12¼	16½	25	14	26⅝
10.	12¼	16¼	24¾	14	26½
11.	12¼	15¾	24½	13¾	26¾
12.	11⅞	15	24	13⅞	26⅝
13.	12	14½	23¾	13¾	27
14.	11¾	14¼	23½	13¾	28½
15.	12	13½	23	13½	28¾
16.	11¼	13	22¾	13¼	28½
17.	11¼	12½	23	13¼	28¾
18.	11	11¾	23	13½	29½
19.	11	11¼	22¼	13½	29¼
20.	10¼	10⅝	21¼	14	29
21.	10¼	10⅛	20¾	14½	28¼
22.	9⅞	9½	20¼	14½	29⅛
23.	9⅛	8¾	20½	14¼	29¼
24.	9	8¼	21½	14½	29⅛
25.	9⅛	7¾	21¼	14¼	29⅛
26.	9¼	7¼	21	14¼	29
27.	8¾	6¾	20¾	13½	29
28.	9	6⅛	20½	13½	29⅛
29.	8¾	5½	20	14	29
30.	8¼	4¾	20	14¼	29⅛
31.	8	4½	19½	14½	29½

September.

	1853. Inches. Above 0.	1854. Inches. Above 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches. Above 0.
1.	7¾	4	18½	14¼	29¾
2.	7¼	3½	19	14	29¾
3.	7¼	3¼	18½	13¾	29¼
4.	7⅛	3	18¼	13½	29
5.	7	2¾	17¾	13⅛	29
6.	6⅞	2	17¼	13	28¾
7.	7	1½	17	12½	28½
8.	7¼	1	16¾	13	28
9.	6¾	2	16¼	13	27½
10.	6¼	3½	15¼	12½	27¼
11.	5¾	3¼	14¾	12¼	27
12.	5	2	14¼	12⅛	27
13.	4¾	1	13¾	12¼	26¾
14.	3	½	13½	12¼	26½
15.	7	1	13	12⅛	26⅛
16.	7¼	½	12½	12	25½
17.	6¼	¼	12⅛	11¾	25½
18.	6¼	0	11¾	11½	25⅛
19.	6	0	11	11¼	25½
		Below 0.			
20.	5⅝	¼	10	11	25¼
21.	9	¾	9½	10¾	25
22.	8¼	1½	9¼	10½	24¾
23.	7¾	2	8½	11	25
24.	6¾	2½	7¼	12½	25¼
25.	6⅝	2¾	6⅛	12½	25
26.	5⅝	3¼	6¼	12	
27.	5¾	3½	5¾	11¾	
28.	9¾	4	5½	11½	
29.	9	4½	5	11½	
30.	8	5	4¾	11¾	

October.

	1853. Inches. Above 0.	1854. Inches. Below 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches.
1.	6¼	5¾	4½	12	
2.	6	6	4¾	12½	
3.	5¾	6	6¾	12½	
4.	5¼	6½	7	12¼	
5.	4¾	7⅛	9	12¼	
6.	4½	7¾	10⅛	12⅛	
7.	4¾	8½	10½	12¼	
8.	4⅛	8¾	10¾	12	
9.	3¾	9	11	11¾	
10.	4⅛	9½	11⅛	11½	
11.	4	10	11½	11¼	
12.	3½	10¼	12	11½	
13.	2½	10½	12½	11¼	
14.	2½	10¾	12¾	11	
15.	2¼	11⅛	13	10¾	
16.	2¼	11½	12¾	10¼	
17.	1⅜	11¾	13	10⅛	
18.	1¼	11¾	12⅞	11	
19.	1½	11⅞	13	10⅛	
20.	1¼	12	13¼	10	
21.	1	12½	13¼	9¾	
22.	1½	12¾	13½	9¾	
23.	1½	13¼	13¼	10	
24.	1¼	13½	14½	9½	
25.	5¼	13¾	14½	9	
26.	5¼	14	14¾	8½	
27.	5½	14¼	14¼	8¼	
28.	7	14½	14¾	8½	
29.	7¼	14¾	15	8½	
30.	7½	14⅞	15	8¾	
31.	7¼	14⅞	14¼	9	

November.

	1853. Inches. Above 0.	1854. Inches. Below 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches.
1.	6¾	15⅛	14⅝	8¼	
2.	6¾	15¼	14¾	8½	
3.	6½	15½	15	8¾	
4.	6½	15⅝	15½	8¾	
5.	6	16	16	9	
6.	6½	16⅛	16	8½	
7.	6¼	16¼	15¾	8¾	
8.	6½	16¼	15½	8½	
9.	6¾	16¾	15¾	8¼	
10.	10	17	15¾	8	
11.	9¾	17	15½	7¾	
12.	9¼	15	16	7¾	
13.	9¾	13	16½	8	
14.	14	12¾	16¼	8¼	
15.	13½	12	16½	8	
16.	14	11¾	16¾	8	
17.	14½	11⅞	17	7¾	
18.	14¼	12	16¾	8	
19.	15	12	16½	8	
20.	15¼	12⅛	16¾	7¾	
21.	15½	12	16½	7½	
22.	15½	11¾	16¾	7¾	
23.	15¾	11¾	16¼	7⅞	
24.	16¼	10½	16	8	
25.	16¼	9½	15½	8½	
26.	16¾	9¼	15	9	
27.	16¼	8¾	15	9	
28.	16¼	8¾	15¼	8⅞	
29.	16¼	8¼	15½	8¾	
30.	17	8	15¾	9	

December.

	1853. Inches. Above 0.	1854. Inches. Below 0.	1855. Inches. Above 0.	1856. Inches. Above 0.	1857. Inches.
1.	17	7¾	14⅝	9⅛	
2.	16¾	7½	14⅜	9¼	
3.	17	6¾	15	9⅜	
4.	16½	5	15½	9½	
5.	16¼	5	14	10	
6.	16¾	4¾	14¼	9½	
7.	16¾	4½	14⅜	8¾	
8.	16¾	4¼	14¼	9	
9.	17	4¼	15	9⅜	
10.	17	5	14½	9¼	
11.	17	4¾	15	9¾	
12.	16⅝	4⅝	15	10¼	
13.	17½	4½	15½	10	
14.	17¼	4⅜	15¼	10¼	
15.	17	4½	15½	10½	
16.	17	4½	15¾	11	
17.	17¼	4½	16¼	11½	
18.	17	4¾	16½	11½	
19.	16¾	5	16½	11¼	
20.	16½	5	16¼	11	
21.	16½	4¾	16	11½	
22.	16¼	4¾	16¼	12	
23.	16½	4½	16½	12½	
24.	16¾	4¼	16½	13	
25.	17	4	17½	13½	
26.	17¼	3¾	18½	14	
27.	17¼	4	18¼	14	
28.	17¾	3¾	18¾	14	
29.	17¼	3½	18¼	14¼	
30.	17½	3½	18½	14¼	
31.	17¾	3¼	18¾	14½	

I hereby certify, that I have carefully examined the foregoing schedule, and find the same to be a true copy of the original record.

J. A. RICHARDSON,
Commissioner.

I, Thomas Ham, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. Do you reside at Lake village? How long have you resided there?

Ans. I reside at Lake village, and I have resided there nine years next January.

2. Are you now or have you at any time been in the employment of the Lake Company, at Lake village?

Ans. I am now in the employ of said company, and have been most nine years.

3. Have you or not had the care and charge of the dam at Lake village, to regulate the discharge of water from it? If so, for how long a time have you had such care and charge?

Ans. I have had the care and charge of the dam at Lake village, to regulate the discharge of water from it, for the last eight years.

4. By what means do you regulate the discharge of water? What do you do in order to discharge more water, and what in order to make the discharge less?

Ans. We hoist and shut gates, and sometimes take up a plank to effect this object.

5. From whom do you receive directions when to increase or diminish the discharge of water at the dam?

Ans. Formerly, Mr. Bell, now, Mr. French, the agent of the company.

6. Do you increase or diminish the discharge of water at the dam in consequence of or in obedience to orders or requests to that effect received from any person or persons at Lowell or Lawrence? If so, state at whose order or request.

Ans. I received no orders from Lowell or Lawrence.

7. Have you any knowledge of any such orders or requests being sent? If so, to whom are they sent, and in what way are they sent, by mail, express, or otherwise?

Ans. I have no knowledge on the subject.

8. When you are directed to have the discharge increased, do you know for what purpose such direction is given, or for whose use and benefit the water is so discharged?

Note.—Defendants object to this question as seeking an opinion.

Ans. I can suppose for what purpose such directions are given, but I have no knowledge on the subject.

9. Are or are not such discharges, which you say were made by direction of Mr. Bell, and are now made by direction of Mr. French, generally in excess of what is used by the mills at Lake village?

Ans. Such discharges are in excess of what is required by the mills at Lake village.

10. Have you charge of the gates which let water to the wheels carrying the mills at the dam, or only the gates forming the waste ways to the dam?

Ans. I have charge of all the gates owned by the company at Lake village; but there are other owners at Lake village. With hoisting and shutting the gates at the mills, I have nothing to do.

11. Is or is not the water discharged through the waste-ways of the dam, and not used by the mills, oftentimes greater in quantity than that which is used? If so, how much greater?

Note.—Objected to by defendants as seeking an opinion.

Ans. The water discharged in the spring of the year is much greater than the quantity used at the mills. As to the other seasons of the year, I have no means of knowing the quanity run through the gates.

12. For how long a time, continuously, have you ever known discharges through the waste-ways to be kept up?

Ans. Sometimes the gates will be up for a few days, sometimes longer; but I cannot state accurately.

13. State about how long was the longest time, according to your last recollection?

Ans. I should say, as near as I can judge, they might be up six weeks, more or less, and this has occurred but once since I have been there. This discharge of water occurred in 1854, in a severe drought.

14. State about how long was the longest time you have ever known the waste-ways kept shut, according to your best recollection.

Ans. I should judge ten months in a year. I allude to the year 1856, when there was no occasion to draw off the water on account of freshets.

15. At about what time or times in each year, since you have had charge of the regulation of the water at the Lake village dam, has the water been kept back, and at about what time or times has it been let down? State the months, and days of the month, as near as you are able?

Ans. I should judge it might have been shut back, each year, since I have had charge there, from the first of June until the first of July, after the spring freshets were over. When the water has been let off, it has usually been in August and September; sometimes the water has been let off in July. It may have occurred that we have let off the water in other months than those mentioned, but I cannot tell what months. Sometimes we have to draw off in the winter, on account of its being so high, and many times we have let off the water to supply the mills at this place, Meredith bridge. This we might have done after the spring freshets, when the waste-gates were closed in July and August, and possibly, at other times, but I cannot tell when. In November, 1856, we cut out a waste-way, in one of the wing-dams to supply the mills at this place.

16. At the times you have referred to when you let the water down for the use of the Meredith bridge mills, do you know whether you let down more water than the Lake Company was bound to let down

according to the terms of settlement made by the Lake Company with the companies at Meredith bridge?

Ans. I have no means of knowing.

17. Do you know whether or not, at those times, the water was let down in consequence of complaints being made by the mill-owners at Meredith bridge, that the Lake Company was not supplying water according to the terms of that settlement?

Ans. The water was let down at the request of the mill-owners at Meredith bridge. They would notify us that the water was low, and we let the water off to supply them. Sometimes the water was let off by us without any request.

18. In what manner have you, acting under the direction of the agent of the Lake Company, generally managed the waters from the last of September till the first of June in each year? What generally has been the condition of the waste-ways during that time?

Ans. We have been governed by the weather altogether in relation to that. The waste-ways, during that period, have sometimes been shut and sometimes open.

19. During what portion of the year is the ordinary period of high water in the Winnipiseogee river, when the water flows in its natural condition, and during what portion of the year is the ordinary period of low water in said river?

Ans. The highest water is usually from April first to the first of July. The lowest water in the river is usually from the first of August to the middle of October.

20. During what portion of the year is the period of high water, and during what portion of the year is the period of low water in the Winnipiseogee river, below the Lake village dam, as the water has been regulated by you under the direction of the Lake Company for eight years past?

Note.—Objected to by defendants as seeking an opinion and assuming facts which do not exist.

Ans. I suppose the highest water in the river to be from April to July, and the lowest from July to October, as the water has been regulated by the Lake Company.

21. Is any portion of the water which is discharged through the waste-ways used by the mills at the Lake village dam?

Ans. No.

22. When you are discharging water through the waste-ways in excess of what the mills at the dam can use, is such excess of water of any use to the mills below on the Winnipiseogee?

Note.—Objected to by defendants, on the ground of seeking an opinion.

Ans. I do not know.

23. Have you so attended to the subject that you have any means of judging of the quantity of water discharged at the dam at any given time? If so, state what is the least and what the greatest

quantity which you have known to be discharged in a second of time?

Ans. I have no means of knowing accurately.

24. State what mills the water is intended to supply when discharged in excess of the use of the mills on the Winnipiseogee river, and where they are situated?

Note.—Question objected to as seeking an opinion.

Ans. I suppose sometimes it is for the benefit of the mills at Lowell; but what mills I don't know.

25. Have you or not sometimes discharged the water in excess, till there was not enough flowing out of the lake above to carry the mills at the Lake village dam?

Note.—The defendants object to this question as irrelevant.

Ans. Once or twice, within eight years, the water has been so low that the mills could not do a full business; not on account of a scarcity of water, but there was not a sufficient head.

26. At the time or times referred to, what proportion of a full business could the Lake village mills do?

Ans. I should judge the mills could be run at half speed, and do about half the usual amount of business.

27. For how long a period at any one time has the water been continued so low that the mills at the dam could not be run at fair or full speed?

Ans. I cannot tell.

28. How much have you at any time reduced the level of the Winnipiseogee lake below its natural and former low-water level by such excessive discharges?

Note.—This question objected by defendants as irrelevant, and as seeking an opinion.

Ans. I cannot tell.

29. When the lake has become so reduced, and the water so low at the dam in Lake village, have you or not then caused the gates to be shut down to hold back the water, for the purpose of filling up the lake again?

Ans. We have so caused the gates to be shut down.

30. Is or is not the discharging and holding back of the water at the dam in Lake village regulated by the stage of the water in the Merrimac river and the supply in the lake, without reference to an equal supply at all times to the mills on the Winnipiseogee?

Note.—This question objected to by defendants as irrelevant, and as seeking an opinion.

Ans. I think not.

31. How is it regulated?

Ans. By the elements. My instructions are to regulate the water according to its height in the lake.

32. For how long a time in any one year have the gates at the dam

in Lake village been closed, or nearly so, or partially so, for the purpose of filling up the lake above?

Ans. There would be a difference in different years. In 1856, I should think the gates might have been closed ten months out of the twelve.

33. State as to other years, as near as you can.

Ans. I should judge from six to eight months, on an average, each year. The year 1857 would not average with other years.

34. Can you say whether there was or was not any regulation of the water at the dam at Lake village made with reference to the supply of the Merrimac river previous to the year 1846?

Note.—This question objected to by defendants as irrelevant.

Ans. I don't know so far back as that.

35. Will you state what has been the difference between the flow of water below the Lake village dam, as it has been regulated by you, during the past eight years, and as it was previous to 1846? that is, at what times has more water flowed below the dam than the ordinary flow? and at what times has less water flowed below the dam than the ordinary flow? State as near as you are able.

Note.—This question objected to by defendants as irrelevant, and as seeking an opinion.

Ans. I have no means of knowing what has been the ordinary flow.

The deponent, on cross-examination by defendants' counsel, makes answer to the following interrogatories:

1. If you have ever known, since you have resided at Lake village, so severe a drought as that of 1854, when the waste-gates were open so long, state when it occurred.

Ans. I have never known so severe a drought as the drought of 1854.

2. State when, if ever, the mills at Meredith bridge, since you have resided at Lake village, have stopped for want of water, and how long?

Ans. I have never known such a time.

3. When the condition of the water was as you have stated in reply to the 25th direct interrogatory, was it in a season of drought, freshet, or a common season?

Ans. It was a season of extreme drought.

4. State whether or not at the time referred to in your answer to the 25th direct interrogatory, the water was running through the waste-ways sufficient to carry the mills below?

Note.—Objected to by plaintiff's counsel as seeking an opinion.

Ans. It was.

5. What was the character of the season of 1856, as to being dry

or wet? and how would it compare in these respects with the current year 1857?

Ans. The year 1856 was a dry winter, and continued dry until August. It was much drier from January to August there, than in 1857.

6. What do you mean when you say, in answer to the 29th direct interrogatory, that you so shut down the gates? did you or not leave the waste-ways open to supply the mills below?

Ans. The waste-gates were kept open sufficiently to supply water for the mills below.

7. When you say the mills at Lake village were running at half speed, were or not the waste-ways open to supply the mills below?

Ans. They were.

8. If there be any difference between the height of the new dam at Lake village and the old dam, state what it is?

Ans. I was present when Mr. Bell, the late agent, gave orders to the master mechanic to build the new dam exactly as high as the old dam, but Mr. Clark, the builder, built the dam one-half inch higher than the old one, giving as a reason that the dam would settle that much. I am an engineer, and drew a plan of the new dam and furnished specifications for the materials.

9. State whether or not a dam will or will not settle in a period of ten years?

Note.—Plaintiff objects to this question as being a matter of opinion.

Ans. According to my experience, a dam will settle in that time, built on gravel, and not on a ledge, as this dam is.

10. State whether or not it is necessary when repairs are making on the several dams, between Lake village and down as far as Franklin, to stop the flow of the water at Lake village?

Ans. It is, and is uniformly so stopped.

11. State whether or not you have been directed to stop and have stopped the water, when repairs were making at Meredith bridge, Union bridge, Sanbornton bridge, and Franklin?

Ans. I have.

12. Was or not the water so stopped in 1854, for the purpose of making repairs on the dam at Union bridge, or elsewhere?

Ans. It was at Sanbornton bridge and at Lake village.

13. Have you ever drawn, or known the water to be drawn from the dam at Lake village for no purpose except for the accommodation of mill-owners on Merrimac river, and then stopped back so as to deprive the mill-owners at Meredith bridge of their usual supply?

Note.—This question objected to by plaintiff as seeking an opinion.

Ans. No.

14. While having charge of the water at Lake village, what, if any, have been your instructions respecting water from the canal, and from whom?

Ans. My orders from Mr. Bell, the late agent of the Lake Company, were to so regulate the water as to supply the canal from the surplus water, and these orders I have obeyed.

15. What is the present condition of the water-power at the mills at Lake village, compared with it in 1848, when you first knew it?

Ans. I should say it was very much improved, the mills, dam, and so forth. The present dam is less leaky, the flumes have been rebuilt, and it is altogether a better structure.

16. State whether or not you have been directed to open the water-way to supply water for the mills at Meredith bridge, and if so, whether you obeyed the order, and how often?

Ans. I have been so instructed at all times, when there was not a supply of water running, and I have uniformly complied with the order.

17. Are there or not frequently freshets in July and August?

Ans. There are.

Direct Examination resumed by Plaintiffs' Counsel.

36. What do you mean by your answer to the 6th cross-interrogatory? Have you the means of knowing what water is necessary to supply the mills below?

Ans. I have no means, but my own judgment. The upper part of the bay, from which the mills below draw water, is in view of Lake village, where I reside, and the bay will not vary in height six inches in a month or six weeks, and by this I am able to judge of the state of the water.

37. Did you at the times referred to in your answer to the 29th direct, and 6th cross-interrogatories, discharge water from the Lake village dam, including what was used to supply the Lake village mills, to an amount exceeding two hundred cubic feet of water in a second of time?

Ans. I have no means of knowing the number of cubic feet. My judgment would lead me to say the quantity discharged was much larger.

38. Do you know from actual measurement, that the new stone dam at Lake village was built just half an inch higher than the old dam?

Ans. I do.

39. When and how long at any one time have you stopped the water while repairs were making at Meredith bridge, Union bridge, Sanbornton bridge, and Franklin?

Ans. I cannot state the length of any one time. I think in 1856, we might have stopped the water a fortnight to enable the mills at Meredith bridge to make repairs. I cannot state whether this was the longest time; we have stopped so often for this purpose, I cannot remember. On reflection, I think in 1854, we stopped the water

three weeks for the dam at Sanbornton bridge, while it was undergoing repairs.

40. How are you able to state, in answer to the 14th cross-interrogatory, that you have so regulated the water as to supply the canal with surplus water?

Ans. We should not hoist the gates to supply water for the canal, but if there was a lack of water in the canal, we shut down some of the gates at the mills on the canal, and suspend operations, to enable Mr. Rundlet to do his blowing to melt his iron. We would not hoist the gates at Lake village to supply water for the canal, but did to supply water for the mills at Meredith bridge.

41. Were you ever directed by the agent of the Lake Company, at any time, when there was a scarcity of water, to hoist the waste gates at Lake village, so as to let down more water than the company was bound to let down, according to the terms of their settlement with the Meredith bridge mills?

Ans. When there was a dry time, I have been directed to hoist the gates, and let the water down to the Meredith bridge mills, but whether more or less than was required by the terms of settlement, I cannot say.

42. During the time James Bell was agent of the Lake Company, was you or not informed by him as to the amount of water that was to be let down during periods of scarcity of water? Do you or not know whether his directions were to let down no more water than the company was bound to let down by the terms of said settlement? At any time when a portion of the gates at the canal were closed, as you have stated in your answer to the 40th direct interrogatory, was you directed to let any water pass at the Meredith bridge dam more than the company was bound to let down?

Note.—Defendants object to this question as being immaterial.

Ans. There was no understanding between Mr. Bell and myself as to the quantity of water to be let down during times of scarcity of water, and he gave no directions on the subject. In regard to the last branch of the question, I also answer that I received no directions from Mr. Bell, as to the quantity of water to be let down.

Cross-examination resumed.

18. Have you or not the means of stating the quantity of water flowing into the bay below Lake village, during the autumn of 1856, and at the time repairs were being made at Lake village? If so, state the quantity?

Ans. I have the means of stating the quantity, and find it was 442 and one-quarter cubic feet in a second of time.

19. How soon after the time you made the measurement were you directed to make an opening in the wing-dam to give an increased supply to the mills below?

Ans. Very soon after.

20. State whether you did or did not make such opening? If yea, about what increased quantity of water was thereby discharged?

Ans. I did make an opening; and the increased quantity of water discharged, I should judge, was from one hundred to a hundred and fifty cubic feet to the second. I did not measure it.

21. If it is within your recollection that the logs drifted against the railroad or town bridge and thereby obstructed the water, state when it was, and to what extent the obstruction operated?

Ans. There was such an obstruction about the 20th April, 1857. Logs broke away, and strung up under the railroad bridge, also at the town bridge below, which made it not safe to hoist our gates any higher. The logs lay on the upper side of the town bridge, three deep, and made a great fall of water from the bridge to the dam, I should say two feet. The effect was to raise the water two feet higher in Long bay than at our dam.

22. State whether you were or not requested to note the beforenamed state of the obstructions, and requested to call the attention of other persons to the subject?

Ans. I was.

23. Give the names of the persons whom you requested to note said facts.

Ans. George Stevens and Alvah Tucker.

24. Please state whether, in your judgment, the water at any time since you have had charge of it, since 1849, has been less in quantity for the mills below than in the autumn of 1856, when you measured it?

Ans. I should judge it might have been once and only once, in 1851, on the occasion of building the new stone dam.

Direct Examination resumed.

43. In what way do you arrive at 442¼ cubic feet, as the quantity of water that flumed into the bay below Lake village per second, during the repairs at Lake village in 1856?

Ans. It was by taking the velocity of the water passing from a given point to a given point. In the old dam, from point to point was twenty-one feet; and the time was seven seconds, in passing that distance; width, twenty-nine feet six inches; depth five feet.

44. Was that quantity of water discharged during the whole time the repairs were going on at said time?

Ans. All the time the mills on the Gilford side were in operation, not in the night. The additional opening made about this time, and which I have spoken of, discharged the water night and day.

45. During what part of the time, while the repairs were going on, were the mills on the Gilford side in operation?

Ans. I should judge from two to four days. The mills were running constantly through the day all the rest of the time, Sundays excepted.

46. During the time of those repairs what quantity of water was discharged in the night or during the days, when the mills on the Gilford side were not in operation?

Ans. Not any, except what leaked through. During the night, there were from one hundred to one hundred and fifty cubic feet to the second; and the leakage passed from the gates at the mill, excepting the two or four days alluded to, and then only the leakage escaped. While we were repairing, we were requested by Mr. Baldwin, who had charge of the water at the Meredith bridge mills, to stop the water at Lake village as tight as we could, as he was repairing at the same time. Baldwin called on me two or three different times for this purpose.

47. You say you do not remember but one other time when the quantity of water discharged was less than during the times of those repairs. Do you mean that as much as 442½ cubic feet per second has flowed through the Lake village dam, constantly by day and night, ever since you have had charge of the dam, except in the one instance in 1851, which you have mentioned?

Ans. I don't mean to be understood that this quantity of water run during the night. I confine the quantity to the time when the mills were in operation.

48. Have there or not been times during every year, since you have had the regulation of the dam, when there was no water discharged, except leakage at said dam during the night, and while the Lake village mills were not in operation? If so, for how long a period at any one time?

Ans. I think there have not been such times every year, since I have had the charge at Lake village.

49. During what year, and during what part of each year, as near as you can tell, has the water at said dam been wholly kept back in the night-time, except what leaked out? If there have been any such instances, mention them; and state whether they occurred while repairs were being made, or at other times, or both?

Ans. Such times may have occurred in every year; but I cannot state the particular season of year, for the reason that the water in the lower bay has been so high that the water has flooded our wheels at the mills at Lake village. These times have occurred at other times besides the times when repairs were going on.

50. Have or not such instances occurred when there was no trouble on account of high water in the bay below the Lake village dam?

Ans. I think likely the gates have been shut down at other times.

At the time when we are drawing water through the waste-gates the water in Round bay is very much above high-water mark. We then close our gates tight, until the water falls to high-water mark; then, as a general thing, my orders are to hoist the gates.

51. What is high-water mark? When the water in Round bay is not above high-water mark, does the backwater make any trouble at the Lake village mills?

Ans. High-water mark is a mark on a stone made by a jury, as I have understood, near the planing mill on the shore of the bay. Since then, another mark has been established as a high-water mark, near the old one, within ten feet. This point was established as the high-water mark by the proprietors of the Meredith bridge mills and the Lake Company. The new mark is eight inches higher than the old one. When the water in Round bay is not above high-water mark, the backwater gives us no trouble.

52. At times when you are keeping the water back, and are not drawing it off through the waste-ways in the daytime, how much or about how much water is discharged during the night? and in what way is it discharged?

Ans. None in the night, except the leakage. When the bay is high, we shut down tight; when low, we open the waste-way, and these remain open night and day, except when the bay gets high.

53. Have you or not sometimes shut down tight during the night, while Round bay was low? State particularly.

Ans. I don't know that we have, except for repairs.

54. Who directed you to make an opening in the wing-dam to increase the supply to the mills below, as supposed in the 19th cross-interrogatory? Were or were not the mills at Meredith bridge troubled for want of water at that time? In what part of the wing-dam did you make the opening?

Ans. I was directed to do so by James Bell, the late agent, and also by Mr. French. The owners at Meredith bridge informed me that the water was low before we made that opening. The opening was made near the Lyford saw-mill.

55. What was the height of the water in Round bay at the time you made this opening?

Ans. I cannot tell whether it was above or below high-water mark in Long bay; I mean the last mark, of course.

56. In what way are you able to state, in answer to the 24th cross-interrogatory, as to whether, at other times, the discharge of water has been less in quantity for the mills below than in the autumn of 1856, when you measured it? What means have you of knowing?

Ans. I have no means of knowing; I judge from the mills running. At that time the mills on one side of the stream were running; on the other the mills were stopped.

57. How long did the obstruction made by the logs, as you have testified, continue?

Ans. About six weeks.

58. Is or not the second high-water mark, to which you have referred, the one that was agreed upon at the time of the settlement, in 1852, between the Lake Company and the Belknap Manufacturing Company, Gilford Manufacturing and Mechanics' Company, and F. W. Boynton?

Ans. It was the same that was agreed upon by these parties.

Cross-examination resumed.

25. State whether or not, ordinarily, the quantity of water discharged at Lake village is much greater than four hundred forty-two and one-quarter cubic feet per second?

Ans. I should say it was.

26. At what season of the year does the greatest flow of water pass the gates at Lake village? Is it, or not, spring and fall, or during the wet season?

Ans. During the wet season.

27. In discharging water at the Lake village dam, are you or not governed by the height of water in the lake and bay below?

Ans. I am.

28. State whether or not the water power of John A. Parker, the complainant in this case, does or not derive the benefit of the increased height of water secured by the mill-owners at Meredith bridge at the time the last-named high-water mark was agreed upon?

Note.—The plaintiff objects to this question, as being a matter of opinion.

Ans. It does.

Direct Examination resumed.

59. You say, in answer to the 27th cross-interrogatory, that, in discharging water at the dam, you are governed by the height of water in the lake and bay below? Do you, or not, discharge the water, as you are directed to do by the agent of the Lake Company, without regard to any other circumstance?

Ans. I follow the direction of the agent in that matter.

THOS. HAM.

District of New Hampshire, Belknap County, *ss.*

September 25th, 1857.

Personally appeared the said Thomas Ham, and made oath that the foregoing deposition, by him subscribed, contains the truth, the

whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Josiah B. French, of Lowell, in the county of Middlesex and commonwealth of Massachusetts, testify and say, in answer to the following interrogatories:

1. Are you the resident agent at Laconia, or Gilford, of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company?

Ans. I am.

2. Have you an office at the Lake village, so called, near the dam belonging to said Lake Company?

Ans. I have.

3. Are the books and records, relating to the property, stock, and business of said company, kept at your office? If not, where are they kept, and who keeps them?

Ans. Mr. Bell, the late agent, had possession of the books and papers of said company. A portion of those books and papers have come into my hands, but not all, and those are at the office in Lake village.

4. How much of the capital stock of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company has been issued by certificates of said company? State, if you know also, in whose names the capital stock of said company now stands, and where they reside?

Note.—Defendants object to this question as irrelevant, because it is not competent to prove the facts inquired of by parol.

Ans. So far as my information extends, the whole stock of the company has been issued by certificates of said company. I have never examined the books for the purpose of ascertaining who the stockholders are, and should wish to examine the books further to enable me to do so.

5. How much of the capital stock of said company has ever been paid into the company in money, or otherwise? State separately how much in money, and how much in property, or other securities?

Note.—Defendants object to this question as irrelevant.

Ans. I am unable to state.

6. How much of the capital stock of the company has been invested or expended in purchases of property, labor, materials, contracts, and outlays of every kind, on the Winnipiseogee river and its vicinity, from the Weirs down to its junction with the Pemigewas-

sett, where the two form the Merrimac? State the aggregate, and if not exactly, state as near as you can, from the best of your knowledge, and in what years the investments and outlays were made.

Note.—Defendants object to this question as irrelevant.

Ans. I am not able to answer the question. It may be a hundredth, or may be ninety hundredths; it is mere guess.

7. State what has been the aggregate of all the income which the Lake Company has derived from the use, rents, and employments of all their outlays on the Winnipiseogee river and lake since 1846, not including the sale or price of any property sold?

Note.—Defendants object to this question as irrelevant.

Ans. Whatever I should say to this question would be mere guess.

8. State what is the present yearly income to the Lake Company from all their outlays, expenditures, and investments on the Winnipiseogee river and its immediate vicinity?

Note.—Defendants object to this question for irrelevancy.

Ans. I am unable to answer definitely.

9. State what dams and what mills, with the water privileges on said river, are now owned by the Lake Company?

Ans. I never examined the title-deeds of said company, and am unable to state definitely.

10. What dams and mills do they have possession or control of?

Ans. The Lake village dam and mills, the Union bridge dam and mills, the Tilton dam at Sanbornton and saw-mill, the Baker and Tilton dam at Sanbornton, the Northfield side of the Clement dam and mill; these are all I recollect on the Winnipiseogee.

11. State which of the mills are now worked or carried on, for or on account of the Lake Company, and what kind of manufacturing is done in each?

Ans. There is no one of these mills carried on directly for the benefit of the Lake Company, with the exception of the repair shop and grist-mill at Lake village. The mills are rented to tenants for the purpose of manufacturing cotton and woollen goods, and lumber. The water power is also rented for the purpose of manufacturing iron and wooden machinery. I would add also that planing, manufacturing clap-boards and shingles, and other mechanical pursuits are carried on.

12. State as near as you can what price the company paid for the dam, mills, mill privileges, and lands, situated at the Lake village, and if any, what kind of manufacturing of goods for sale is carried on there on account of the Lake Company?

Ans. I am not able to state the cost of the property; there are no goods manufactured there for sale at the present time.

13. State as nearly as you can what present yearly income the Lake Company receives from all their investments at Lake village? from whom received, and for what?

Note.—This question objected to as irrelevant.

Ans. I am unable to state at the present time.

14. State what price the company paid to Dr. Perley, for the mill and water privilege at Union bridge, and what is the last year's income from it, what the company paid for the Pearson dam and privilege, and what yearly income they receive from it?

Note.—Defendants object to this question as irrelevant.

Ans. I cannot state definitely to either inquiry as to price paid, or the income from them, or either.

15. Do you know what price the Lake Company paid for the lands, mill, and mill privilege, situated on the Winnipiseogee at Franklin, and what price they sold the same privilege for, reserving the right to regulate the water? if so, state exactly, or as near as you have any knowledge or information?

Note.—This question objected to by defendants as irrelevant.

Ans. In the absence of any means at the present time, I am unable to answer the question.

16. Has it or not, so far as you know, been the practice of the Lake Company, in renting their mills, to give to the tenants written or printed leases? Do they or not in said leases insert a clause reserving the right to use the water at all times when they have occasion? Have you or not ever given a lease, or known one given by said company, which did not contain any such reservation?

Note.—Defendants object to this question as immaterial.

Ans. Such is not the uniform practice, but leases are given in perhaps half the cases, some written and others printed. The reservation contained in said leases goes to this extent,—that the company shall control the flow of the water at pleasure, and if any damage is occasioned thereby to the tenants, the company is to make an allowance in the rents. I have made but one lease of a privilege at one of the dams at Sanbornton, and that contained such reservation.

17. Can you during the present week, while this testimony is being taken, ascertain and state what income or about what income the Lake Company has derived during the past and previous years, from all their investments on the Winnipiseogee river?

Ans. I should not have time.

18. Is or is not the character of the waters from the Winnipiseogee so essentially different from those of the Merrimac from other sources, that it is clearly distinguishable at Lowell and Lawrence, when the water from the former is coming down in excess of the other?

Ans. Not to my knowledge.

19. Is it or is it not the fact, that during times of drought in the Merrimac from other sources, the waters of the Winnipiseogee, carried down by excessive discharge from the dam at Lake village, form the chief means of supply, or a very great means of supply to the dams at Lowell and Lawrence?

Ans. I have been agent of the company but about one year, and in that time have had no occasion to let off the water here to supply

any deficiency at Lowell or Lawrence. How it has been heretofore, I have been no knowledge, and no means at hand of ascertaining. On one occasion during the extreme cold weather last winter, in compliance with the request of the owners at Manchester and Lowell, I caused the water to be let down to aid in breaking up the ice in the canal, by clearing the channel of the river, and in aid of the Franklin mill, for the same purpose.

Upon being cross-examined by defendants' counsel, said deponent testifies in answer to the following interrogatories:

1. What kind of gates and waste-ways are provided at the dam at Lake village, and how are they used?

Ans. I cannot state the precise size of the gates and waste-ways, having never measured them. In my judgment, they are of sufficient capacity to discharge more water than can pass the town bridge above the dam. They are used for the purpose of retaining the water in times of freshets, and for discharging the water in dry seasons.

2. State whether the dam at Lake village, and the manner in which it is used, tends to cause or prevent fluctuations in the water flowing in the Winnipiseogee river?

Note.—Plaintiff objects to this question as seeking an opinion.

Ans. It tends directly to prevent fluctuations in said river.

3. What reference do you have to the mills below Lake village, and the lake in letting off the water?

Ans. In discharging the water at the dam at Lake village, we always have regard to the rights of the mill-owners below, and to the height of the waters in the lake.

4. If in any instance to your knowledge, any tenants of the defendants of such water rights as you speak of in your answer to the sixteenth direct interrogatory, at Meredith bridge, have claimed a deduction of rent by reason of the manner in which the defendants used said water, please state who made such claim, and how much was allowed for that cause?

Ans. There has been no such claim made since I have been the agent, unless it might have been on one occasion when we were making repairs.

5. Are you or not acquainted with the water privilege of the complainants in this case?

Ans. I am, from observing it in passing, and the knowledge derived during the time the depositions in this case were being taken, and from an examination of the premises.

6. If the defendants have let water rights on this river of about equal capacity with said Parker's water power, will you state the rent they receive for them, where are they situated, and about what

machinery is carried by each water power, and what is manufactured at each?

Note.—Plaintiff objects to this question as immaterial.

Ans. The defendants have let water power of about the same capacity, according to my best judgment; two at Sanbornton bridge, in one of which is machinery for planing and other mechanical purposes, which rents for thirty dollars per year, to Fletcher & Dockum; the other is a saw-mill, which rents for forty dollars a year, and requires more water to operate it than would be required to run the machinery in the Parker mill. This last mill is let to Warren L. Hill. We have also let at the Tilton and Parker dam in Sanbornton, a privilege of about equal capacity, at a rent of thirty dollars a year. We also let a water power at the Perley canal, at Meredith bridge, requiring and using double the quantity required to carry the Parker mill, and this we let for fifty dollars a year: the present occupants of this privilege are Merrill, Cook & Co.; the machinery driven is a planing machine, machinery for making sashes and doors, one or more circular saws, and lathe. The building is two stories high, and a basement pretty well filled with machinery carried by drums and belting. We also let to Mr. Rundlet a car shop, foundry, and a very large machine shop, for one hundred dollars a year. To carry Rundlet's works it would require, in my judgment, four times the quantity of water that would be required to carry the Parker mill. Whenever there is a deficiency of water to carry on the works on the Perley canal, a deduction is made from the rents.

7. What were the general purposes for which said dam at Lake village water wastes and gates were built and used?

Ans. The general purposes, as I understand them, of the dam, are to protect the mills and dams below from being swept away by freshets, and also to enable them to retain the water in seasons of the year when there is an excess in times of freshets, and to discharge the same whenever there is a scarcity of water in the bays and river below, and for the purpose of using such reservation of water, at any time and place, that their interest might require, having due regards to the rights of the shore-owners around the lake above the dam, and the mill-owners below.

8. If at any time you discharge at Lake village more water than is required at Meredith bridge, state whether such excess is or not from surplus water which had been kept back in times of freshets.

Note.—This question objected to as a matter of opinion.

Ans. If at any time we should have to discharge such water, it would be supplied from such surplus water as had been kept back in time of freshet, but no such occasion has happened during my agency.

Note.—Answer objected to by plaintiffs' counsel as incompetent.

Direct Examination resumed.

20. How and to what extent does the dam at Lake village, and

the manner in which it is used, tend to prevent fluctuation in the Winnipiseogee river, as stated in your answer to the second cross-interrogatory? State particularly. For how long a time has such been its tendency to your knowledge?

Ans. The dam and gates afford the means of holding the water back when there is a surplus, and discharging it when there is a scarcity below, thereby equalizing the flow of water in the river; such has been its tendency the last year.

21. Has said dam, and the manner in which it has been used, actually made the fluctuation in the Winnipiseogee river less for the last five or six years to your knowledge, and to what extent?

Ans. I cannot answer further back than the year past.

22. In discharging water from said dam, as stated in your answer to the third cross-interrogatory, in what way do you have regard to the rights of mill-owners below? What rights is it to which you have regard? What way do you have regard to the height of the water in the lake? For how long a time to your knowledge has such regard been had to the rights of the mill-owners below, and to the height of the lake?

Ans. To discharge sufficient water to keep their mills running, and in the use of the gates at said dam, whereby we give notice to the owners below that they may regulate their dams accordingly. When we are about to shut down, or hoist our gates, we notify the mill-owners below, that they may put in or take out their plank, to enable them to keep a head of water, and not create backwater. Since I have been agent of the company, I have not been governed by the settlement or agreement of the mill-owners below. At no time since my agency, in my judgment, has there been any time when there has not been two or three times the quantity of water running more than is mentioned in that agreement. In regard to the water in the lake, we so regulate the gates as to endeavor to keep the water within high-water mark. Such regard has been had to the rights of other mill-owners since my agency. I know no change of policy since my agency from what it was before.

23. Do you mean to be understood that at all times, day and night, since you have been agent, between from five to six hundred cubic feet of water per second has been running, or a sufficient quantity to average that amount during the whole twenty-four hours of each day? Do you mean that that amount of water has been running every day through the Lake village dam, or at some other point?

Ans. In my judgment, that quantity of water has been running the whole twenty-four hours of each day, except when we have been making repairs, either through the dam, waste-ways, mill races, or by leakage, at the Lake village dam.

24. What means have you of estimating the quantity of water which has been running, as stated by you?

Ans. I assisted Mr. Ham, who gave a deposition yesterday, in measurement last fall, and comparing the state of the water since, from time to time, I come to this conclusion.

25. Was there or not, so far as you know, been more water running since you have been agent than during previous years?

Ans. The present year, since January, has been an unusually wet year; this is as far as I can answer.

26. Does the Lake Company lease or let any privilege or water power at Meredith bridge, except what are situated on the Perley canal?

Ans. They do not to my knowledge.

27. In stating that the defendants have let the water power of about the same capacity as the complainants' water power, in your answer to the sixth cross-interrogatory, of what capacity do you estimate the Parker water power, and what means have you of forming an opinion? Have you ever been engaged in building water-wheels or machinery? Are you skilled in computing the capacity of the same?

Ans. I estimate the Parker power as sufficient to carry the whole or half of a trip-hammer, grindstone, and bellows. I have no other means of forming a judgment than observation. I have never been engaged in building water-wheels or machinery, and am not skilled in computing the capacity of the same, further than a thirty years' residence in Lowell, and my habit of observing the use of water there.

28. In estimating the capacity of the Parker water power, as stated in said answer, how many horse power do you estimate it equal to?

Ans. I have made no computation, and am unable to state. My judgment would lead me to estimate it equal to a six or eight horse power.

29. Do you or not estimate one-half of water sufficient to carry a trip-hammer, grindstone, and bellows, to be equal to a six or eight horse power?

Ans. I estimate a six or eight horse power equal to carrying the whole of a trip-hammer, bellows, and grindstone.

30. What is the capacity of the water power at Sanbornton bridge, which you say is rented to Fletcher & Dockham? What quantity of water does it discharge? The same question is asked in relation to the saw-mill, which is rented to Warren L. Hill? Who rents the water power at the Tilton & Baker dam, of which you have spoken? Describe the capacity of that water power. What quantity of water is used there? The same questions are asked in relation to water powers rented to Merrill, Cook & Co., and to the Runlets?

Ans. The mill rented to Fletcher & Dockum, at the Tilton dam, at Sanbornton bridge, has nearly one-half of the Winnipiseogee river, I should think. The saw-mill, rented to Warren Hill, is on

the Northfield side of the same dam, and has the balance of the water, excepting what is sufficient to run three sets of woollen machinery at the Tilton factory. Two young men by the name of Morrison rent the water power at the Tilton and Baker dam. The Morrisons have one-half of the stream; but as there has been always an abundance of water, their rights have never been defined. The power rented to Merrill, Cook & Co., as also the power rented to Mr. Rundlet, is regulated by the number of wheels used; the exact capacity of the water power I am unable to state. Merrill, Cook & Co. occupy a power more than equivalent to a twelve or sixteen horse power, and Rundlet occupies more than twice as much.

31. In which of these cases, if in any, is the right reserved by the defendants to use the water at pleasure and deprive the lessees of its use, or anything to that effect?

Ans. That question never having arisen since I have been agent, I am unable to answer.

32. In the instances which you have given of the price the defendants have received for water powers, who owns the buildings, and who the machinery that is used in said buildings?

Ans. Fletcher & Dockum, the Morrisons, Merrill, Cook & Co., and Mr. Runlet, own their shops and machinery. The saw-mill and fixtures occupied by Hill are owned by the company.

33. Do you know of whom either of the water powers spoken of at Sanbornton was purchased by the Lake Company, and what price? If so, state.

Ans. I know that the Tilton & Baker property was bought by the company. I cannot state positively the price, although I purchased the property in 1845 or 1846. I purchased what is called the Tilton dam of Jeremiah Tilton and Mr. Farwell. As to the Tilton & Baker dam, my recollection is not clear, as of whom I bought, or as to the price paid. This property I negotiated for.

34. For whom, and at whose request, if at any one's, did you make or negotiate such purchases?

Ans. At the request of John Nesmith, of Lowell.

35. What representations, if any, did you make to the parties, of whom said purchases were made, in relation to whether said purchases were made for the purpose of manufacturing at said mills, or for other purposes?

Ans. I might or might not have stated the object of the purchase was for the purpose of manufacturing.

36. In what way are you able to swear what were the general purposes for which the stone dam at Lake village was built?

Ans. From the condition of the old dam at the present time, and from what I know of the purposes of the company.

37. In your answer to the 19th direct interrogatory you say you have had no occasion to let off water to supply deficiencies at Lowell or Lawrence, but how it has been heretofore, you have no means of

knowledge. Have you any better means of knowing what were the general purposes for which the stone dam was built, than you have of stating whether water was let off, before you was agent, to supply deficiencies at Lowell or Lawrence?

Ans. I think I have.

38. Do you now swear that you understand one of the purposes for which the stone dam was built was to protect the mills and dams below from being swept away by freshets? Did you ever know or hear that any mill or dam on the Winnipiseogee river was at any time swept away by a freshet? If so, when? How much rise in the Winnipiseogee river did you ever know to be occasioned by a freshet, and when? Prior to the excavations by the Lake Company at the Weirs, in what way could the dams on the Winnipiseogee river have been swept away by the water?

Ans. I understood that one of the purposes for which said dam was built, was to protect the mills and dams below from being swept away by freshets. I never knew or heard of a mill or dam being swept away on the Winnipiseogee river by freshets. I am unable to state distinctly the highest rise in the river. I cannot state how the mills and dams would have been affected by freshets previous to such excavations, not having been familiar with the stream before I came here as agent.

39. Do you mean to be understood that no water is retained by means of the Lake village dam, except the excess of water in times of freshets?

Ans. I do; unless it is for the purpose of enabling mill-owners below to make repairs at the different points. I mean, we retain the excess of water after supplying the mills below, having regard to the state of the water in the lake.

40. At times, when the height of the water in the lake does not prevent, do you or not retain all the water, except what you consider sufficient to supply the mills below?

Ans. At any time, when we consider the water running to waste, we feel at liberty to retain it. In determining that question, we should always have regard to the rights of the mill-owners below.

41. What knowledge have you of water being discharged, since the dam at Lake village has been under its present management, to supply a scarcity of water in the bays and in the Winnipiseogee river below? Do you now swear, that you understand one of the purposes of building the stone dam was to supply such scarcity?

Ans. I know that when word has been sent from the mills at Meredith bridge, I have given orders to Mr. Ham to increase the discharge of water. I know that an opening has been made in the wing-dam, at Lake village, for the accommodation of the mills at Meredith bridge. This has all been since my agency with the company, except the opening made in the wing-dam was made by direc-

tion of Mr. Bell. I cannot more fully answer the last inquiry made, than I have in my answer to the seventh cross-interrogatory.

42. What word was sent from the mills at Meredith bridge, to which you refer in your last answer, and who sent it, and when, and how many times?

Ans. Mr. Ham informed me that Mr. Baldwin, or some of the mill-owners at Meredith bridge, sent word, and also Mr. Thomas, who had charge of the Brick mill in the fall of 1856, that he wanted a larger supply of water. I cannot state how many times Mr. Baldwin or others have sent for an additional supply of water. These requests have been all made at times when we were making repairs at Lake village.

43. If you have ever known any time, or times, when all the water in the lake, and in Long bay, which could be discharged at Lake village dam, was likely to be needed for use at Lowell or Lawrence, before another season of high water, and if at such time, or times, the quantity of water discharged at Meredith dam exceeded 200 cubic feet of water per second, during the whole twenty-four hours of each day, please state when such time, or times, occurred.

Ans. No such condition of the lake and stage of the water has existed since my agency. I have no knowledge at hand of what took place before.

44. How do you know what regard was paid to the rights of the shore-owners around the lake, above the dam, and the mill-owners below, prior to your agency? Do you get your knowledge from the answer of the defendants in this case, or from some other source?

Ans. From some other source.

45. You say, in answer to the twenty-second direct interrogatory, that you give notice to the mill-owners below when you are about to shut down or hoist your gates, that they may put in or take out planks. To whom do you give such notice? At whose request do you, at such times, shut down or hoist the gates?

Ans. We give notice to Mr. Baldwin, who has charge of the water-power at Meredith bridge. We raise or shut the gates by my direction, according to the state of the water in the lake and in the bay below.

46. Do you or not have regard to any other circumstance in raising or shutting the gates?

Ans. We never have, since my agency, never having had occasion to.

Cross-examination by Defendant's Counsel, resumed.

9. Will you state, if you are able, how the logs, in the spring of 1857, obstructed the water in the Winnipiseogee river, when the obstructions commenced, how long they continued, and what was the effect?

Answer. The logs broke from the boom, in April, 1857, and swung around against the railroad bridge, and dammed up the water; and also at the town bridge, just above the dam, and at some parts of the bridge the logs were four deep. The obstruction commenced from the first to the twentieth of April, and continued until the logs were removed from the bridges by making complaint. The fall of water, from the town bridge to the dam, was about two feet. This obstruction has a tendency to raise the water in the lake.

JOSIAH B. FRENCH.

District of New Hampshire, Belknap County, *ss.*

September 26th, 1857.

Personally appeared the said Josiah B. French, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled one hundred miles, and attended two days, to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Thomas Ham, of Gilford, in the County of Belknap, testify and say, in answer to the following interrogatories:

1. While you was in the employment of the Lake Company, for nearly nine years, as stated in your deposition, sworn to on the twenty-fifth day of September, 1857, what had you to do with the collection of said company's rents, at Lake village and other places?

Answer. I have collected rents, at Mr. Bell's request, more or less, and only at his request, when rents were due.

2. Will you state, as near as you can, what has lately been the rent, or income, of all the company's property in New Hampshire, wherever situated? Mention each piece of property, and where situated, and the annual rent of each, as near as you are able to state?

Ans. The Sargent woollen mill, at Lake village, rents for $350, or $375, per year, which I am unable to state; the grist-mill, at the same place, is rented on shares, amounting, I should think, to $300; the saw-mill, occupied by B. J. Cole & Co., at the same place, rents for $400 per year; the saw-mill, occupied by Sleeper & Roby, rents for $450, at the same place; the water power, leased to J. P. Small, rents for $100; the shingle-mill, rented to Uriah Morrison, for $100; water power, leased to B. J. Cole & Co., for $150 per year; water power, leased to the Boston, Concord and Montreal Railroad, for

$150; house, occupied by C. B. Rollins, for $20 per year; two houses, called mill-houses, are rented for $50 each; house, called the boarding-house, is rented for $180; carpenter-shop, for $15; the widow Gale house for $30; school-house lot, for $6; lot, used for a wharf, $2 00; old cooper-shop for $5 00. The foregoing are all I think of, at Lake village. The property at Laconia, or Meredith bridge, is rented as follows, to wit: the water power, leased to Charles Rundlet, rents for $100 per year; the Durgin mill for $50; the planing-mill for $100; the pail factory for $100; the Anderson shop for $12; paint shop for $20. The property at Union bridge rents as follows, to wit: house and land there, rented to Levi Dow, for $20 per year; the Pearson mills for $175. I have no further knowledge of the property at Union bridge. The property at Sanbornton is rented as follows, to wit: the saw-mill for $40 per year; the mill used for making boxes, for $30. There are mills below, but I don't know what they rent for.

3. Can you state whether any of said property, and if so, what, has rented at a higher rate than you have named, at any time within eight or ten years?

Ans. I don't recollect that any of the property I have named has rented any higher.

4. What property has said company rented within said time which has since been sold? Mention each piece of property and the annual rent of each as near as you can state.

Ans. The Blaisdell store at Lake village has been sold in the mean time which rented for $125 per year; also the old red house at the same place has been sold, which rented for sixty dollars; also the store sold to Horace Bugbee, which rented for $100; also the house called the Plumer house, which rented for $60; also house sold to John Houston, which rented for $50; also a house which I formerly occupied, which rented for $65; also the house sold to Josiah T. Roby, which rented for $40. Some property has been sold at Sanbornton bridge and Franklin which I am not familiar with, and can make no statement about it.

5. Can you state whether said company has actually collected all or nearly all the several rents mentioned by you in your answers to the second, third, and fourth interrogatories?

Ans. Some portions of the rent have never been collected. I should think 10 per cent. of it has never been collected.

Mr. Hackett, counsel for defendants, proposes the following interrogatories:

1. Do you mean to be understood as possessing the means of stating the amount of income of the Lake Company at Lake village and other places?

Ans. My knowledge of the income of said company does not ex-

tend to the whole property of the Company. I have only stated what is within my knowledge.

2. Did you or not, in your amount of rents at Lake village, include the cotton mill and Pulsifer mill? If not, state what they have rented for.

Ans. I did not include the cotton mill or Pulsifer mill in my previous answer. The cotton mill has not been rented for the last three or four years. It formerly rented for one thousand dollars per year. The Pulsifer mill rents for about $170.

3. State whether or not the cotton mill has always been offered for rent.

Ans. It has.

4. State whether you have or not been employed to collect the rents of the company at Lake village. If yea, did you or not use proper effort to collect the same?

Ans. I have been so employed, and used such efforts to collect the rents.

5. State what have been the character of Mr. Bell's orders to you in regard to the rate of rents. If he has suggested low rents, state the reason assigned for low rents.

Note.—Mr. Hibberd, counsel for complainant, objects to this question as incompetent and irrelevant.

Ans. Mr. Bell always instructed me to rent the property low, for the purpose of encouraging business, as I supposed; at least this was my inference from his instructions.

6. In the schedule of the heights of the water in Winnipiseogee lake, commencing April 15th, 1853, and ending September 25th, 1857, annexed to the deposition of William F. Clifford, taken in this case September 25th, 1857, there is no account of such heights from September 1st, 1854, to June 1st, 1855. Will you now state, if you can, the cause of such omission?

Ans. My recollection is, that Mr. Bell called on Mr. Clifford for these minutes, but had not time to make a copy, and tore the leaves from the book, and carried them away, and they have never been returned. It was my business to take a copy of these minutes, therefore I knew they were missing. Subsequently, Mr. Bell sent to me from Washington for these same minutes, directing me if I had them not, where to find them at his house; but I never went to his house for them, for the reason that his family was from home. I don't know now where these minutes are.

7. State whether or not it has been a part of your duty, or that of any other person, to send a copy of the heights of the water to Lowell? If yea, did you or any other person send an account of said heights, for the period missing, to Lowell?

Ans. It has been my duty a portion of the time. Mr. Bell used to send the minutes to Lowell generally, but in his absence I sent

them. It was the ordinary course of business to send them as often as once a week, and they were so sent during the missing period.

Direct Examination Resumed.

6. Is or not the cotton mill referred to in your answer to the second cross-interrogatory the same that was occupied in 1850, and two or three years after, by George W. Young? How long since said cotton mill has been rented?

Ans. Yes, it is, but I don't know that Young occupied it in 1850, but he has since that time. The cotton mill has not been rented for three or four years.

7. If said company has not in all instances rented the several pieces of property mentioned in this deposition at a high rent as could be obtained, will you state in what instances property has been rented at a less rate?

Ans. The company generally fixed their rents at a low rate, but I know of no instances when the company could have got more rent.

THOMAS HAM.

District of New Hampshire, Belknap County, *ss.*

January 13, 1858.

Personally appeared the said Thomas Ham, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended two days, to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Augustus J. Owen, of Gilford in the county of Belknap, testify and say, in answer to the following interrogatories:

1. Are you the clerk of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company?

Ans. I am.

2. Can you state how much of the capital stock of said company has been issued by certificates of said company?

Ans. I cannot.

3. Can you, by referring to the books of said company, state how much of the capital stock of said company has been paid in?

Ans. The books show the number of shares, I think, but they do

not show the price per share. The number of shares is four hundred.

4. Will you state what person or persons owned the stock of said company, between the first and eighth days of October, 1845?

Ans. Abbot Lawrence, of Boston, owned at that time all the shares, according to the records.

5. Will you state what transfers of said stock have since been made, and when, and to whom?

Note.—Mr. Hackett objects to the question as irrelevant.

Ans. October 8th, 1845, Abbot Lawrence sold and transferred to Patrick T. Jackson, five shares; on the same day, five shares to Ignatius Sargent, and five shares to John A. Lowell, and on the same day, five shares to William Sturgis, and five shares to Nathan Appleton, and five shares to Charles S. Storrow. October 13, 1846, Nathan Appleton, Ignatius Sargent, William Sturgis, John A. Lowell, Patrick T. Jackson, and Charles S. Storrow, transferred their respective shares, amounting to thirty shares, to the proprietors of the locks and canals at Lowell, Massachusetts, and Abbot Lawrence, on the same day, transferred to the proprietors to said locks and canals, one hundred and seventy shares of said stock, and to the Essex Company, two hundred shares of said stock.

6. Who have been the directors of said company since October 1, 1845?

Note.—Mr. Hackett objects to this question as irrelevant.

Ans. Abbot Lawrence, Patrick T. Jackson, Ignatius Sargent, and Charles S. Storrow, were choses the directors of said company, October 21, 1845, for one year. July 29th, 1846, Abbot Lawrence, John A. Lowell, Ebenezer Chadwick, Samuel Lawrence, and Charles S. Storrow, were chosen directors for the current year. July 28, 1847, Abbot Lawrence, John A. Lowell, Ebenezer Chadwick, Samuel Lawrence, and Charles S. Storrow, were chosen directors. August 22, 1848, the same persons were chosen directors for the current year, and re-elected, June 6, 1849, for the current year. On the 5th day of June, 1850, J. W. Edwards, Henry Hull, Ebenezer Chadwick, Samuel Lawrence, and Charles S. Storrow were chosen directors for the current year. On the 4th day of June, 1851, the same directors were re-elected for the year, and again re-elected June 2, 1852. On the 1st day of June, 1853, Abbot Lawrence, Henry Hull, Ebenezer Chadwick, Samuel Lawrence, and Charles S. Storrow were chosen directors. On the 14th June, 1854, at an adjourned meeting, Henry Hull, Abbot Lawrence, Samuel Lawrence, Charles S. Storrow, and Francis B. Crowningshield were chosen directors for the current year. June 2, 1855, the same persons were re-elected. June 11, 1856, Henry Hull, Samuel Lawrence, Charles S. Storrow, F. B. Crowningshield, and John A. Lowell were chosen directors. August 10, 1857, John A. Lowell, Samuel Lawrence, Charles S. Storrow, F. B. Crowningshield, and Henry V. Ward were chosen directors of said company.

7. Have you the records of the meetings of said directors? Are you their clerk? If not, will you state who is their clerk?

Ans. I have not the directors' records. I am not their clerk, and am unable to state who is.

8. Have certificates of stock been issued to the proprietors of the locks and canals, or to the Essex Company? Do they still remain the owners of said stock?

Note.—Mr. Hackett objects to this question as irrelevant.

Ans. It appears by the records that certificates have been issued to the proprietors of the locks and canals, and to the Essex Company, and there is no record of any transfer to my knowledge.

9. Will you state as near as you are able to ascertain from the books and records of said company, how much of the capital stock of said company has been paid in, in money or otherwise?

Ans. All I can state in regard to it, the stock was divided into four hundred shares, and it appears that it was all disposed of.

10. How much, or about how much, as near as you can state, of the capital stock of said company has been invested or expended, in purchases of property, labor, materials, contracts, or outlays of every kind, on the Winnipiseogee river and its vicinity, from the Weirs down to its junction with the Pemigewassett, where the two form the Merrimac?

Note.—Question objected to by Mr. Hackett as irrelevant and immaterial.

Ans. I am unable to state how much, or about how much.

11. Can you ascertain by examining any books in your custody?

Ans. The books show I suppose about how much has been expended.

12. Will you examine said books so as to be able to state tomorrow morning, how much, or about how much has been invested or expended, as inquired of in the tenth interrogatory?

Ans. I should be unable to state in so limited a time, how much, or about how much has been invested or expended as inquired of.

13. Have you any information as to where the records of the directors of said company are, or who is the clerk of the directors? if so, state?

Ans. The records of said company, after the death of Mr. Bell, the late agent, were sent to Boston, and I suppose they are now there. Mr. Bell was the clerk. I believe that John T. Morse, of Boston, is now clerk, but I do not know the fact.

Interrogatory by Willliam H. T. Hackett, counsel for defendants.

1. How long have you been clerk of the defendants?

Ans. Since August 10th, 1857.

Direct Examination resumed.

14. Can you state what person or persons, if any, at Lowell or Lawrence, or elsewhere in Massachusetts, send directions from time to time, to the agent of the company, to discharge or keep back the water at the Lake village dam?

Ans. I cannot; no such directions having been sent since I have been there.

AUGUSTUS J. OWEN.

District of New Hampshire, Belknap County, *ss.*

January 13, 1858.

Personally appeared the said Augustus J. Owen, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me, J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Josiah B. French, of Lowell, in the county of Middlesex, and commonwealth of Massachusetts, testify and say, in answer to the following interrogatories:

1. Can you now state in whose names the capital stock of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company now stands, and where the owners reside?

Ans. The clerk of the company is more competent to answer the question than I am.

2. Can you, from an examination of the books of said company, or otherwise, now answer the direct interrogatories numbered 5, 6, 7, 8, 12, 13, 14, and 15, proposed to you in your examination on the 26th of September, 1857, or either of said interrogatories, any more definitely than you did at that time? If so, in what respects can you give a more definite answer, and in answer to which of said interrogatories?

Ans. I could, if I had sufficient time to do it. The 7th interrogatory I could answer more definitely, also the 8th, and perhaps all, if I had time. I cannot now answer further. Perhaps in six months' time, with my other labors, I should be able to give a more definite answer; it would be a work of great labor.

3. Can you or not, without much labor, ascertain so as to be able to answer the 6th and 7th of said interrogatories very nearly. Can

you or not, without much labor, state about what has been the aggregate?

Ans. I cannot without great labor.

4. Will you state whether, according to your best judgment, the whole income or rent received by said company upon all their real estate, of every description, in New Hampshire, amounts to more or less than four thousand dollars a year?

Note.—Mr. Hackett, counsel for defendants, objects to this question as seeking an opinion.

Ans. I cannot be definite, but my impression is it would be more.

5. Will you state whether, according to your best judgment, the whole income or rent received by said company, upon all their real estate in New Hampshire, exclusive of all sums received upon the sale of any part of said property, amounts to enough to pay the ordinary expenses of said company, and also including what it costs to keep said real estate in repair, and excluding all sums paid towards the purchase of real estate, or for permanent improvements like the Lake village dam or weir, and also excluding all expenses incurred in litigation in prosecuting or defending suits?

Note.—Mr. Hackett, counsel for defendants, objects to this question as seeking an opinion, and as irrelevant and incompetent.

Ans. I have no opinion about it.

6. Have you no impression which would amount to the most?

Ans. I have never taken any measures to come to a result, and I have no distinct impressions about it.

7. Can you state what person or persons, if any, at Lowell or Lawrence, or elsewhere in Massachusetts, have heretofore sent directions from time to time to the agent of the Lake Company to discharge or keep back the water at the Lake village dam?

Ans. I cannot.

Mr. Hackett, counsel for defendant, proposes the following interrogatory:

1. If you have the means, will you annex a schedule of the heights of the water in Lake Winnipiseogee from September 1st, 1854, to June 1, 1855, omitted in the schedule annexed to the deposition of Wm. F. Clifford, taken in this case, stating how you obtained the same?

Ans. By the agreement of parties, I will annex what purports to be a copy of the schedule found in the possession of the defendants at Lowell.

JOSIAH B. FRENCH.

District of New Hampshire, Belknap County, *ss.*

January 13, 1858.

Personally appeared the said Josiah B. French, and made oath, that the foregoing deposition by him subscribed contains the truth,

the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled one mile, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Charles S. Storrow, of Lawrence, in the county of Essex, and commonwealth of Massachusetts, testify and say, in answer to the following interrogatories:

1. Are you the agent of the Essex Company at Lawrence?

Ans. I am the general agent and treasurer of the company.

2. Is the Essex Company the owner of the water-power of Merrimac river at Lawrence?

Ans. It was the owner, and still is, except so far as it has been partially disposed of, by perpetual lease under restrictions.

3. Is the consideration for the use of the water power an annual rent paid by the lessees?

Ans. It is.

4. Is the Essex Company an owner of one-half of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company?

Ans. It is the owner of one-half the stock of said company.

5. Does the Lake Company participate in the profits or income of the leases of the water power at Lawrence?

Ans. Not as a corporation.

6. Are you a director in the Lake Company?

Ans. I am, and have been since my first election in 1846 or 1847.

7. In what did the capital stock of the Lake Company consist, before the capital stock was increased in 1846, and where situated?

Ans. In water rights, mills, buildings, and land, according to my best knowledge. As to the situation of this property, I have no particular knowledge, except that the property is situated between the lake and Merrimac river mainly.

8. Did or not said company own all the water power of the Winnipiseogee river at Lake village, where they were located?

Ans. I am not positive whether they did at that time or not.

9. Did they at any time, and when?

Ans. I believe they now own it, but I have no positive or direct knowledge of what they now own, or did own. I have never bought or sold a single piece of their property personally.

10. Had you or not occasion, as a director, to know what their purchases were, during your occupation of that office?

Ans. The general agent, Mr. Bell, made purchases under the gene-

ral directions of the directors, but I was not personally cognizant of the purchases.

11. Did or not the general agent report his purchases to the directors?

Ans. I presume he did from time to time, but the directors had no stated regular meetings to hear reports on that subject.

12. Has said company, since the increase of the capital in 1846, purchased other water power or mill privileges on the Winnipiseogee river?

Ans. They have.

13. State whether or not the said company has not resold a part or the whole of some of the mill privileges purchased by them, for less than cost, reserving to themselves the right to regulate the water?

Ans. I believe some have been sold for less than cost, with certain reservations, precisely what I cannot say.

14. State whether or not, in all the sales or leases so far as you know, of mill property on said river, said company has reserved to itself the right to regulate the water?

Ans. I believe so, but am not certain. I believe they have reserved certain rights in the flow of the water.

15. State whether or not the water rights so reserved, were reserved for the purpose of enabling said company to supply mills on the Merrimac, at Lowell and Lawrence, with water from the Winnipiseogee lake?

Note.—Mr. Hackett, as counsel for defendants, objects to the question as incompetent and irrelevant.

Ans. That was the object to a certain extent.

16. Has or not the Lake Company built a stone dam at Lake village, so constituted as to enable said company to regulate the quantity of water flowing out of the lake through the Winnipiseogee river?

Ans. They have built a stone dam with that general object.

17. Have or not large quantities of water, from time to time, been discharged through said dam, to supply the mills at Lowell and Lawrence, on the Merrimac river?

Ans. Large quantities of water have doubtless been discharged into Merrimac river; none has been wanted at Lawrence.

18. Was or was not the purchase of the capital stock and property of the Lake Company, and its increase of capital in 1846, and its organization under a new set of directors, made chiefly for the purpose of getting control of, and regulating the water of the Winnipiseogee lake and river, and other waters, for the benefit of mills on the Merrimac, at Lowell and Lawrence?

Ans. Yes.

19. Were or were not the other purchases by said company, of mill sites and mill privileges on the same river, made with the same purpose and intention?

Ans. They were for the same general purpose.

20. Has or has not the Lake Company, by its agent or employees, carried out, and executed the object and intention of regulating the waters of the Winnipiseogee river, for supplying the mills on the Merrimac, at Lowell and Lawrence?

Ans. Partially.

21. In what respects has this purpose not been fully accomplished?

Ans. There being mills on the Winnipiseogee river to be protected, the water has been regulated in relation to them as well as to the mills at Lowell and Lawrence.

22. Have the mills on the Winnepiseogee river been protected or regarded any further than the Lake Company was required to do by its agreement and compromises with the owners?

Ans. I believe they have been regarded more than the absolute rights required.

23. Has or has not the Lake Company, by purchase, compromise, or for other valuable considerations, acquired the right to regulate the flow of water in the Winnipiseogee river from all the owners of mill privileges on the river except the plaintiff in this case?

Note.—Mr. Hackett, attorney for defendants, objects to this question as incompetent and irrelevant.

Ans. I do not know.

24. Has the Essex Company ever received any dividends or profits from their stock in the Lake Company?

Ans. It has received something from property sold, and nothing else.

25. In what way was it expected by the Essex Company to derive profit on their investment in the stock of the Lake Company?

Note.—Mr. Hackett, attorney for defendants, objects to this question as incompetent.

Ans. Mainly in the improvement of their water power at Lawrence.

26. Is the value of the leases of water power, at Lowell and Lawrence, increased or diminished by the supply of water furnished by the control of the Lake Company over the water of the Winnipiseogee lake and river?

Ans. Thus far, the Essex Company at Lawrence have never derived any advantage from the operations of the Lake Company. The Lowell companies, I believe, have; the Essex Company has no interest in the Lowell mills.

27. Is or not the value of the water power capable of being furnished at Lawrence increased by it?

Ans. It is, prospectively.

Mr. Hackett, counsel for defendants, submits the following cross-interrogatories:

1. State whether you are or are not a practical hydraulic engineer; if yea, how long have you been such?

Ans. I was educated as such, and have been in the practice of my profession, more or less, for twenty years.

2. What, in your judgment as an engineer, or from your experience as agent and manager of the water of the Essex Company, has been the effect of the improvements made by the Lake Company, at the Weirs and at Lake village, upon the several mill privileges on the Winnipiseogee river?

Ans. I think the privileges on the Winnipiseogee river have generally been benefited, because their supply of water has been more uniform since the Lake Company commenced operations. The water is retained in time of freshets, and let down in time of drought.

Direct Examination resumed.

28. Is or not your opinion given in answer to the 2d cross-interrogatory based on your personal observation or knowledge of the quantity of water flowing at all times in the Winnipiseogee river?

Ans. It is not based on personal observation, but is the result of inquiry. I have made no actual measurements.

29. Can you state of your own knowledge as to whether any particular mill privileges on the Winnipiseogee river have been benefited in the manner stated in answer to the 2d cross-interrogatory?

Ans. There are none I can particularly single out.

CHAS. S. STORROW.

BOSTON, January 26, 1858.

Personally appeared, the said Charles S. Storrow, and made oath, that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled twenty-six miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, James B. Francis, of Lowell, in the county of Middlesex and commonwealth of Massachusetts, testify and say, in answer to the following interrogatories:

1. Are you agent at Lowell of the proprietors of locks and canals on the Merrimac river,—a corporation?

Ans. I am.

2. What, if any portion of the capital stock of the Winnipiseogee

Lake Cotton and Woollen Manufacturing Company is owned by the locks and canals? How long have they owned it?

Ans. I believe one-half. They have owned it about ten years.

3. Is not the capital stock of the proprietors of locks and canals all owned by the corporations and proprietors of mills using the water power of the Merrimac river?

Ans. It is.

4. Is the regulation and control of the water of Winnipiseogee lake and river conducted in pursuance of directions given by the proprietors of locks and canals, or any of their agents or employees?

Ans. I should answer not. The regulation of it, so far as I understand, has been, that the locks and canals have made known their wants to the Lake Company, and they have been regarded as fully as it could be done, having regard to the rights of other parties concerned.

5. Who has charge of making known the wants of the locks and canals to the Lake Company?

Ans. Usually by myself it has been done.

6. Are the wants of which you speak such as relate chiefly to the supply of water for the use of the mills at Lowell?

Ans. They are.

7. Has the Lake Company, since the erection of their stone dam at Lake village, continued to supply water to their mills at Lowell to suit their wants, when requested by the proprietors of the locks and canals?

Ans. To some extent.

8. State whether or not said stone dam was built for the purpose of controlling the water of the Winnipiseogee lake and river, to supply the mills at Lowell, and other places on the Merrimac river when needed?

Ans. I should think not; but the safety of the old dam was doubted, and the new dam erected in its stead.

9. State whether or not large quantities of water have, from time to time, been discharged through that dam, specially to supply the mills on the Merrimac at Lowell and Lawrence, and more than is required for the mills on the Winnipiseogee?

Ans. I should think there had. I have no doubt of the fact.

10. State whether or not such discharges have at times been made so as to reduce the lake much below its natural low water level; and how much below, when most reduced?

Ans. I know nothing about it.

Upon being cross-examined by Mr. Hackett, counsel for defendants, the deponent makes answer as follows:

1. State whether or not you are a practical hydraulic engineer, and have or not published a work on hydraulics.

Ans. I am an hydraulic engineer, and have published a work on the subject.

2. What, in your judgment as an engineer and manager of the water at Lowell, would the improvements at the outlet of the lake, and the construction of the new dam at Lake village have upon the water power upon the Winnipiseogee and Merrimac rivers within the limits of New Hampshire, and the use of them as now managed?

Ans. I have no doubt that the improvement has been of great advantage to the Manchester mills, and more than at Lowell and on the Winnipiseogee river. I think it must be an improvement. I have no doubt of it.

3. What amount of horse power, in your judgment as an hydraulic engineer, would be required to operate a trip-hammer of the usual size, say forty pounds weight, a pair of bellows, and a grindstone?

Note.—This question objected to by plaintiff's counsel.

Ans. I think not exceeding five; more likely less than more.

4. If, in the use of the water, the Lake Company have any reference to the mills and mill privileges below on the Winnipiseogee river, state what it is.

Ans. All I can say is, the proprietors of the locks and canals expect that the rights of mill-owners on Winnipiseogee river will be regarded.

Direct Examination resumed.

11. Do you answer the 2d cross-interrogatory as to the effect of the improvements at the outlet of the lake on the mill privileges on the Winnipiseogee river, from your own knowledge, or from information obtained from others?

Ans. It is from my own knowledge of what must be the legitimate effect of such operations.

12. Are not all the mills on the Winnipiseogee river, except that of the plaintiff, under the control of the Lake Company in respect to the regulation of the water?

Ans. I cannot answer the question.

13. Would or not the amount of horse power required to carry a trip-hammer, grindstone and bellows, as stated in your answer to the 3d cross-interrogatory, depend on the kind of wheels used, the head of water, and other circumstances not described in your answer?

Ans. I think not.

14. Have not the Lake Company obtained by purchase, reservation or compromise, the right to regulate all the mill privileges on the Winnipiseogee river, except that of the plaintiff?

Ans. I do not know.

JAMES B. FRANCIS.

BOSTON, January 26th, 1858.

Personally appeared the said James B. Francis, and made oath, that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled twenty-six miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, John Nesmith, of Lowell, in the county of Middlesex, and commonwealth of Massachusetts, testify and say, in answer to the following interrogatories:

1. State age and occupation.

Ans. My age is sixty-four. My occupation at present is taking care of my property.

2. Did you, for a valuable consideration, in 1846, convey to the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, certain lands and tenements situated at Franklin and Northfield, in the State of New Hampshire?

Ans. I did.

3. Are the papers shown you, copies of deeds made by you?

Ans. I have no doubt they are.

4. Is the consideration actually paid for said conveyances correctly stated in said deeds?

Ans. I cannot say.

5. What was the consideration really received by you for said conveyance?

Ans. I have not the means of answering the question.

6. Were you, or not, employed by the Lake Company to buy some lands?

Ans. Not by the Lake Company.

7. By whom?

Ans. By Abbot Lawrence and other gentlemen connected with the manufacturing interests at Lowell.

8. Was the consideration paid you by the Company the sum which you paid for the lands?

Ans. The same, with the compensation added.

9. Was the consideration paid by you for the lands, the same as expressed in the deeds to you thereof, on record?

Ans. Generally it was, but may not have been the same in all cases.

10. Did the lands which you conveyed to the Lake Company com-

mand or control the water power of the Winnipiseogee river on both sides of the river, at Franklin and Northfield?

Ans. Not entirely. It controlled all, I think, except the Peabody dam, at Franklin, and the water power owned by Mr. Aiken, at Franklin.

11. Did you, with others, purchase the same property back again from the Lake Company, in 1851, and also some other property at the same time?

Ans. I did with others, except a small portion sold off previously. I mean by this, to say, that I bought all the property at Franklin and at Northfield, opposite the fall in Franklin, with the exceptions stated.

12. What additional property besides that which you sold?

Ans. A portion of the Elkins farm, but not from the Lake Company, but all the property owned by the Lake Company at that point in Franklin.

13. What was the value of the property which had been sold off before you so bought, and of that which you did not buy back?

Ans. I think about three hundred dollars.

14. Did the property so purchased from said Lake Company control the water power of the whole Winnipiseogee river at the point where it was situated?

Ans. The property I purchased, with others, did not control the whole Winnipiseogee river at the point where it was situated.

15. Is the consideration which you paid correctly stated in the deed?

Ans. It is.

16. What was the loss to the Company on that which you sold to them, and then bought back again?

Ans. I should think about twenty-five thousand dollars.

17. What, if anything, did you grant to the Lake Company, as an equivalent for the difference of price at which you sold and bought back said property?

Ans. The company in their deed to us, made certain reservations.

18. Did the Lake Company get any other equivalent for the loss in the sale of the lands, except the rights so reserved in said deed?

Ans. None that I know of.

Mr. Hackett, attorney for defendants, submits the following interrogatories:

1. Does or not the property which you and others purchased, as before stated, include any property above the highway at Jeremiah Cross's dam?

Ans. Nothing of any value.

2. Will you name the said property above said highway, and also the cost?

Ans. The property I bought above Cross's dam, for the company, amounted to about as much as the property below, being about one-half of the whole purchase.

3. When you name the loss the company sustained by selling to you the property below Cross's dam, at what do you estimate the value of the reservations?

Ans. I make no estimate of the value, and made no deduction on account of them.

4. Do or not those reservations reduce the value of the property?

Ans. Of course they do reduce the value of the property.

5. Do you mean to be understood as saying, in answer to the 15th interrogatory, that there was no other consideration for the property purchased, than what is specified in the deed?

Ans. Connected with the purchase there was a right obtained of Peabody & Daniels, to control the passage of the water over their dam, and this probably was an inducement with the company to sell.

JOHN NESMITH.

BOSTON, January 26th, 1858.

Personally appeared the said John Nesmith, and made oath that the foregoing deposition by him subscribed contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled twenty-six miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, James Gordon, of Laconia, in the county of Belknap, and State of New Hampshire, testify and say, in answer to the following interrogatories:

1. Will you examine your answers to the 14th, 20th, and 23d interrogatories in your former deposition, sworn to on the 18th day of August last, and see if you now believe said answers to be correct; if not, in what respects are they incorrect?

Ans. In my answer to the 14th interrogatory, I made to answer 1835, when I should have answered 1845 or 1846. Also the same error in my answers to the 20th and 23d interrogatories, occurred an error of 10 years in each answer in stating 1835, when they should have been 1845 or 1846.

JAMES GORDON.

District of New Hampshire, Belknap County, *ss.*

January 28th, 1858.

Personally appeared the said James Gordon, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled seven miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Francis W. Boynton, of Laconia, in the county of Belknap, and State of New Hampshire, testify and say, in answer to the following interrogatories:

1. Did you or not purchase of Daniel Tucker, in 1832, his water right in the Avery dam at this village?

Ans. I did.

2. Did you or not, soon after that purchase, sell to Asa T. Parker a certain proportion of the water privilege which you purchased of Tucker? if so, what proportion?

Ans. I sold to Parker one-half.

3. Was or not the privilege, on the then Meredith side, understood to be divided into equal shares? if so, into how many equal shares?

Note.—Mr. Hackett, for defendants, objects to this question as leading, and incompetent to be proved by parol.

Ans. It was understood to be divided into twelve parts. Repairs were made according to this understanding, although I never saw any terms of settlement, but was governed by hearsay.

4. How many shares was the privilege which you purchased of Tucker entitled to?

Ans. Two shares.

5. How many shares was the privilege you sold to Parker entitled to?

Ans. One share.

6. Was or not this division of the water a matter of common notoriety and assent among all the owners of privileges at the time when you bought and afterwards?

Note.—Mr. Hackett, for defendants, objects to the question, because it is incompetent to prove the matter inquired of by parol.

Ans. It was a matter of notoriety and assent among the owners, and I never heard any complaint about it.

7. Do you recollect any instances particularly in which the division

of the water into shares of twelfth parts was agreed or assented to by the other proprietors at the dam, at the time of your purchase or afterwards?

Ans. I only know from hearsay among the rest of the owners.

8. Was or not this a subject of frequent remark among said owners?

Note.—Mr. Hackett objects to this question.

Ans. It was talked of among the owners when anything was to be done; we all knew what each one's share was.

9. Did you ever hear any objections made by any of the proprietors to the division of the water into twelfth parts, as stated by you?

Ans. I never heard any complaint from any quarter.

10. Have you or not, since you sold to Parker, in 1832, one-half of your water right at the Avery dam, paid one-twelfth of the expenses of repairing and maintaining the dam on the Laconia, late Meredith side?

Ans. I have always, until last fall, when the proceedings were illegal, as I thought,—not having had proper notice of it; I refused to pay seven or eight dollars.

1. Have you or not also paid one-twelfth of other expenses incurred for the general benefit of the proprietors of the dam, such as building or setting force pumps?

Ans. Yes, I paid my proportion for the pumps.

12. Have you ever sold any part of the privilege you bought of Mr. Tucker, except what you sold to Asa T. Parker?

Ans. I never have.

Mr. Hackett, for defendants, submits the following cross-interrogatories:

1. In answer to the fifth direct interrogatory, you say that the share you sold to Parker, was entitled to one share, what do you mean by this, and from whom, and how did you obtain said share?

Ans. I mean by one share, the one-twelfth part of the water. I bought it of Daniel Tucker. Nothing was said about the twelfth part, although the right was established seven years before I bought.

2. Who now owns the other part of the right which you purchased of Daniel Tucker?

Ans. I own it.

3. If you now have any other rights, or sold any other rights to the water than you purchased of Daniel Tucker, how, when, and from whom did you acquire them?

Ans. I sold to Mr. Parker one-half of the rights I bought of Tucker. I have never had any other rights except what I bought of Tucker.

4. When, where, and by whom did you ever hear the question of owning the water in shares discussed, when all the owners were present?

Ans. I can mention no occasion when all the proprietors were present, but only when part of them were present.

5. If you know, or have heard, when and by whom said division into shares was made, state the fact.

Ans. I heard they were made by Asa D. Eager, Ebenr. Danford, and I think, Stephen C. Lyford. The dam was built I think in 1825.

6. When you speak of division, do you mean a division of the water rights, the fee in the land, or the expense of maintaining the dam?

Ans. I mean a division of the expense of building.

Direct-examination Resumed.

13. Do you mean that the division into twelfth parts related to the expense alone? Had it or not a reference to the rights in the water?

Ans. It related to the expense of building the dam and to keeping it in repair. Also it had a reference to the rights in the water. The paying the expense gave a right in the water.

F. W. BOYNTON.

District of New Hampshire, Belknap County, *ss.*

LACONIA, January 28, 1858.

Personally appeared the said Francis W. Boynton, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Alvah Tucker, of Gilford, in the county of Belknap, and State of New Hampshire, testify and say, in answer to the following interrogatories:

1. You have, at a previous examination, stated your knowledge of the Avery dam, and of the Perley canal, and of the water-power connected therewith, state now whether, in your judgment, said canal being kept open, an increase, made in 1852, of eight inches in the head of water at the dam, has been a benefit to the complainants' privilege, and whether the depth of water in the canal is or is not increased to the same extent, and whether the increased quantity of

water conducted away from the dam, through the canal, is an equivalent, or more or less than an equivalent for the additional head of eight inches at the dam?

Note.—Mr. Hackett, counsel for defendants, objects to this question as seeking an opinion.

Ans. It has added eight inches to the original head; that must be a benefit. The depth of water in the canal is increased to the same extent. The increased quantity of water conducted away from the dam to the canal, I should consider about an equivalent to the additional eight inches head, at the dam, and that on the whole, Mr. Parker is not benefited by the increased head of eight inches.

2. If the flume, at the Parker privilege, is five feet and eight inches deep, and seven feet and six inches wide, and the water at the dam is kept at a sufficient height to keep said flume full of water, how many cubic feet of water, in a second of time, can be discharged for the use of machinery, at said privilege, and keep the head of water up in the flume?

Ans. That flume is capable of venting off eighty-five cubit feet to the second, and maintaining the head with a slight shrinkage of three inches.

3. Was or not the Avery dam, which was erected in 1825, an entirely a new dam? Was it or not erected on the same spot where the previous dam stood?

Ans. It was an entire new dam in 1825. The upper end of the dam, or roll way, was about twenty feet below the original roll way. The wings are on the same places that the old ones were.

4. Can you state what mills or buildings were situated on the Laconia (now Meredith) side of the river, at the Perley dam, in 1811, when you resided at Meredith bridge, as stated in your first deposition?

Ans. There was an oil mill, clothing mill, with two carding machines, and the Daniel Tucker shop.

5. Will you describe the location of said oil mill and clothing mill? By whom were they at that time occupied?

Ans. The oil mill and clothing mill were in one building, located on the site where the Busiel mill, and what was called the Bean or Morrison mill, now stands. The oil mill was owned and occupied by Stephen Perley; the clothing and carding mill were owned and occupied by Samuel H. Bean and Nathan Bean.

6. Did or not said clothing and carding mill extend as far south towards the highway as the present Morrison mill now does? Did it or not extend as far east into the river as said Morrison mill does?

Ans. I think it did not extend so far south by about ten feet as the present Morrison mill, but extended east about as far, or about the same.

7. How was said oil mill located with reference to the clothing and carding mill? In what way were the two connected?

Ans. The carding, clothing, and oil mill were all in one building, from 70 to 80 feet in length, and about 35 feet in width. The oil mill was in the northern end of the building, and the clothing and carding mill in the southern. This mill was divided by a board partition across the middle of the building.

8. Did or not said oil mill extend as far north as the Brick mill now occupied by John W. Busiel? If not, how near?

Ans. I think it did, within a few feet, as far north as Busiel's woollen factory.

9. What mill was next erected on the north side of the highway at said dam, and where?

Ans. A building was erected north of this building, about 24 by 30 feet, for a nail factory; the south side, or end, was within 6 or 8 feet of the north end of the oil mill.

10. Were or not all of said buildings subsequently destroyed by fire? If so, at about what time?

Ans. They were, in the year 1818 or 1819.

11. Can you state when the present Morrison mill was erected, and by whom?

Ans. The Morrison mill was erected immediately after the fire, which took place in December, I think. It was erected by Samuel H. and Nathan Bean.

12. Were any other buildings erected at said dam at about that time? If so, what buildings, by whom erected, and how long did they stand?

Ans. The Chase shop was erected also immediately after the fire, on the site of the old oil mill, by John Chase, and a two-story building on the same site of the nail factory, by F. W. Boynton. These buildings were burnt about 10 years ago.

13. What mills were soon after 1811 erected on the south side of said highway?

Ans. In December, 1813, I first saw the Meredith Cotton and Woollen Factory buildings. These buildings were erected between 1811 and 1813. The cotton factory building was on the same site with the present Avery factory, as it has since been called; the woollen factory building is now standing, and called the Oregon mill.

14. Who occupied the Tucker privilege, the Meredith Cotton and Woollen Factory privilege, the carding and clothing mill privilege, the oil mill privilege, and nail factory privilege, in 1825?

Ans. Daniel Tucker occupied the Tucker privilege. Daniel Avery occupied and owned both the cotton and woollen factories. Samuel H. Bean occupied the carding and clothing department. The oil mill was occupied by Daniel Avery, in the basement story; the upper part was unoccupied. The nail factory privilege was occupied by Cheney and Babb.

15. Do you know under whom Mr. Avery occupied the oil mill privilege?

Ans. John Chase.

Upon being cross-examined by me, Mr. Hackett, counsel for defendant, the deponent saith, in answer to the following interrogatories?

1. Are the answers which you have given to the first direct interrogatories the result of measurement or calculation, or are they simply opinions formed from a view of the premises?

Ans. It is the result of my judgment without measurement, or mathematical calculation.

2. If, in 1852, the head was raised at the Avery dam eight inches, do you mean to be understood as saying that an increased quantity of water discharged therefrom into the Perley canal would occasion the complainant any injury, if it did not reduce the head so raised to the Avery dam?

Ans. It would not, if the head was maintained at the dam.

3. How long have you known the Perley canal?

Ans. Since 1814.

4. State, if you know, whether or not, Stephen Perley was or claimed to be an owner in the Avery dam, at the time you first knew the Perley canal?

Ans. So far as I know he owned the oil mill at said dam. I saw the canal first in the spring of 1814.

5. Between what years was the Perley canal made?

Ans. The canal was dug between 1811 and 1814.

Direct Examination resumed.

16. For how long a time has the flume extending from the wing-dam down the river, adjoining the Busiel and Morrison mills, covered the same space it now does?

Ans. Since 1815.

17. Did you or not, on the 28th of the present January, while William P. Crocker was making a survey near the Avery dam, point out to said Crocker certain corners? if so, state whether said corners were known by you to be correct?

Ans. I did so point out certain corners, and know them to be correct.

18. Was the dam at Meredith bridge called the Avery dam to your knowledge, as long ago as the time when you first knew the Perley canal?

Ans. It was not. I never knew the dam at Meredith bridge called the Avery dam until within a year. There never has been but one dam at a time at Meredith bridge, whatever name it has been called by.

Cross-examination resumed.

6. State whether you did or not sign the petition to the New Hampshire legislature, referred to in the deposition of Isaac M. Parker, taken in this case on the 21st of August, 1857?

Ans. I did not.

7. In what way do you identify the particular points which you pointed out to Mr. Crocker?

Ans. By the copies of the deeds in possession of Mr. Crocker, the surveyor. He requested me to point out the corners mentioned in the deeds, and I did so.

8. State whether you were or not in the possession of any other means than the deeds in pointing out the corners.

Ans. Yes, I knew the line between the Tucker and the Bean land, before I saw the deeds, and knew also the corner of the Tucker shop.

9. Did or not the deeds you saw, and the line therein given you, correspond with the line between the Tucker and Bean land?

Ans. Yes, I merely show Mr. Crocker the corner designated in the deed, but cannot state whether the line corresponded with the corners described in the deed.

10. If Mr. Crocker, in running these lines as you have pointed them out to him, should not make the lines conform to the deeds, should you presume, from that circumstance, that you might be mistaken in giving the right bound?

Ans. No, I should not. I suppose I gave him the right point.

11. Do you wish to be understood, that when the deed, in describing the dividing line, differs from your knowledge of the line derived from other sources, that Mr. Crocker followed your knowledge of the line, instead of the line pointed out in the deed?

Ans. I do know that the corner I pointed out to him has not varied a foot since 1814. What line he followed from thence, I don't know. I was not present.

12. What are the marks or bounds that enable you to fix the points which you show to Mr. Crocker?

Ans. I set the post I pointed out to Mr. Crocker, as the corner, more than thirty years ago.

ALVAH TUCKER.

District of New Hampshire, Belknap County, *ss.*

January 29th, 1858.

Personally appeared the said Alvah Tucker, and made oath, that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent has travelled two miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

Complainant's evidence, taken by agreement, and to be used at the hearing of the case.

I, William P. Crocker, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. Was or not the "plan of the mills on the westerly side of the river at Meredith bridge, N. H.," which is now exhibited to you, and marked "J. A. Richardson, Commissioner," made by you from an actual survey and measurement, and does it or not correctly indicate the location of the different mills on the Laconia side at the Avery dam?

Ans. It was so made, and does so indicate the location of the different mills on the Laconia side at the Avery dam.

Upon cross-examination by Mr. Hackett, counsel for defendants, the deponent makes answer as follows:

Int. 1. If you have compared the "land conveyed from Stephen Perley to Samuel H. Bean and Nathan Bean," as described in the deeds, with the corner and line as pointed out to you by Alvah Tucker, how do they agree?

Ans. I have made the examination of the deeds; Mr. Tucker pointed out only a corner, and not a line, therefore there was no agreement or disagreement, as there was nothing to agree with.

Int. 2. Does or not, the point of starting, or the post shown you by Alvah Tucker, make the deeds conform to the bounds as heretofore understood and claimed by the owners? does it agree with the fences?

Ans. I do not know. The survey, according to the courses given in the deeds, does not correspond with the fences now there, which is probably owing to the change of the declination of the needle since the deed shown me was given.

Int. 3. Have you or not taken the level of the old and new dams at Lake village? if yea, state about what time, and how they correspond?

Ans. I have taken the level of the old and new dams at several different times; the last time was on the fifteenth of July, 1858. I cannot find any appreciable difference; there are some irregularities in both dams.

Int. 4. Have you examined a plan marked as made by C. H. Latham in 1850 and 1852, and marked "J. A. Richardson, Commissioner," giving the levels of said dam? if yea, state whether it agrees substantially with yours or not?

Ans. I have examined said plan, and compared it with my notes, and find they substantially agree.

Int. 5. State whether the premises marked on your plan, "Parker's part," are the same premises described and claimed in the complainant's bill, in this suit, as his mill?

Ans. The same; the plan shows his part of the upper story of the building; the lower story is different; the description of the lower part is represented by the L.

Direct Examination resumed.

Int. 2. When was said first-named plan made by you? and at whose request? and at what expense? and have you or not been paid by the plaintiff's attorney?

Ans. The plan was made in April last. The notes of the survey were taken January 27th and 28th of the present year. I was employed by Mr. John A. Parker, and at his expense, and have been paid twelve dollars, I think, for my services.

Int. 3. In ascertaining the comparative levels of the old and the new dam, in what way do you determine what was the level of the old dam?

Ans. By what remains of the old dam at the present time.

Int. 4. Do you or not know, whether said old dam was as high at any time, prior to 1846, as the points from which you ascertained its level, which remain, as stated in your last answer?

Ans. I never made any surveys on the old dam prior to 1846, but the character of the parts of the old dam remaining indicates that they were there previous to 1846.

WILLIAM P. CROCKER.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 22, 1858.

Personally appeared the said William P. Crocker, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me, J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, James B. Taylor, of Gilford, in the county of Belknap, testify and say in answer to the following interrogatories:

1. Was you formerly in the employment of Daniel Tucker, late of Meredith? if so, in what employment, and during what years?

Ans. I served my apprenticeship with Mr. Tucker. I went to live with him in 1822 or 1823, and served with him about six years.

2. Will you give, as near as you can, the size of the gates to the several wheels in said Tucker's shop?

Ans. The trip-hammer gate was from six to eight inches wide, as near as I can judge, and from four to six feet long horizontally, as near as I can calculate. The bellows gates, two in number, were from ten to twelve inches one way, and I am unable to state how large the other way. I don't recollect the size of the grindstone gate.

3. State your best judgment as to the quantity of water which was used by said Tucker in running the machinery in said shop, that is, what proportion of the capacity of each gate, whether merely the whole capacity, or half the capacity, more or less?

Ans. At times the whole capacity of the gates was required, at other times not one-half the capacity was required. It would depend upon the kind of work we were doing.

4. How was it as to the proportion of water required to drive the trip-hammer during the scythe-making season?

Ans. I think not the whole water of the gate was used in the scythe-making season. I think under a good head of water from two-thirds to three-quarters of the gate would be required.

5. Can you state about what number of blows Mr. Tucker's trip-hammer would strike in a minute?

Ans. Somewhere about three hundred.

Upon cross-examination by Mr. Hackett, counsel for defendants, the deponent makes the following answers:

1. How often and to what extent did said Tucker's water-wheel suffer from backwater?

Ans. In the spring, when the snow went off quick, we had backwater, at other times we were not affected by it so much. In some springs we were more affected by it than others.

2. How often and how long was said Tucker's water power affected by drouth?

Ans. I recollect the water was low some seasons; but I cannot tell when it was, nor how long it lasted.

JAMES B. TAYLOR.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 27, 1858.

Personally appeared the said James B. Taylor, and made oath, that the foregoing deposition, by him subscribed, contains the truth,

the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent attended one day, and travelled one mile to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Hiram Gilman, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. Were you formerly in the employment of Daniel Tucker, late of Meredith? If so, in what employment, and during what years?

Ans. I was employed by him as an apprentice to the blacksmith business. I went to live with him in the fall of 1828, and remained with him rising three years. Mr. Tucker then worked what is now the Parker and Boynton shop.

2. Will you give, as near as you can, the size of the gates to the several wheels in said Tucker's shop?

Ans. The gate of the trip-hammer wheel, according to my recollection, was from twelve to fifteen inches in width; the width of the gate was from three and a half to four feet horizontally. My impression is, the gate could be raised to make an opening of twelve inches. The grindstone-wheel gate was from eighteen to twenty-four inches in width horizontally, and from fifteen to eighteen inches in height. The bellows-wheel gates, two in number, would not vary much from a foot in width horizontally, and from six to eight inches in height.

3. State your best judgment as to the quantity of water which was used by said Tucker in running the machinery in said shop; that is, what proportion of the capacity of each gate? whether nearly the whole capacity or half the capacity, more or less?

Ans. Of the trip-hammer gate, it would vary. There was work done at times which would require the gate to be raised its full height; at other times, less speed would be required, according to the work to be done. Of the grindstone gate, my impression is, that it was not raised to its full height, except in the case of backwater. In regard to the gate which operated the bellows, my impression is, unless there were some unusual obstructions, we had not occasion to raise the gate more than two or three inches. Generally, in regard to the grindstone gate, it was raised from a half to two-thirds of its capacity.

4. How was it as to the proportion of water required to drive the trip-hammer during the scythe-making season?

Ans. In the scythe-making season, the gate was usually raised to its full height for most of the work.

5. Can you state about what number of blows Mr. Tucker's trip-hammer would strike in a minute?

Ans. About three hundred blows to the minute, as near as I can recollect.

6. Have you any acquaintance with any trip-hammers at Manchester? If so, where are they situated?

Ans. I worked at Manchester, in the Amoskeag machine shop, a little more than two years, where I think there were six or seven trip-hammers.

7. Do you know of any trip-hammer at Manchester of about the same size as said Tucker's? If so, about how many blows would it strike in a minute?

Ans. I don't know that there were any trip-hammers in that shop of the size of Tucker's; they were built more compact, and smaller hammers that struck as many blows as Tucker's. There were, however, larger hammers there, but they struck slower.

8. How would Mr. Tucker's trip-hammer compare with the trip-hammers at Manchester, as to the amount of work which could be done with it?

Ans. I should judge that Tucker's hammer would do twice the work, in the same time, that the small hammers would do at the Amoskeag shop.

9. Was there or not a trip-hammer in the shop at Manchester of about the size of Tucker's, or a little larger? If so, how would the work it could do compare with the work Tucker's hammer could do?

Ans. There was a larger hammer at that shop, the speed of which would not exceed one-half the speed of the Tucker hammer.

10. Can you state whether a trip-hammer suitable to do the ordinary work of a trip-hammer, as used in other branches of business, would be suitable for scythe-making?

Ans. There were none in Manchester of the ordinary size, suitable for the scythe-making business.

11. When did you work at Manchester, as stated by you?

Ans. I commenced in April, 1852, and worked in that shop over two years.

On being cross-examined by Mr. Hackett, counsel for defendants, the deponent makes answer as follows:

1. What portion of the day was the trip-hammer in operation? and what portion of that time was the gate that let the water on to the wheel that operated it raised to its full height?

Ans. It would be difficult to give a definite answer; but in the scythe-making season, which was through May and June, the full

power of the gate was used; at other times, less power was required. When the scythe-making season was over, some days the trip-hammer would not be used at all, and some days it would be used for an hour or two, more or less, as occasion required. Sometimes for a half day. Mr. Tucker was doing less on scythes and generally, when I lived with him than previously. I was his last apprentice.

2. How often, to what extent, and from what cause was said Tucker's wheels affected by backwater?

Ans. I have known the water so high in the spring, caused by the water from the bay, that our work operated very slow; this was occasioned by the freshets.

3. How long in each of said years, and to what extent, did the drought affect the water power of said Tucker?

Ans. I recollect but one year when we suffered from lack of water, and this was when Mr. Batchelder built a dam at Lake village.

4. Do you or not mean to be understood while the said Tucker's bellows were in operation, and the iron heating, that the trip-hammer was going?

Ans. When the iron was heating the trip-hammer was not going. There were two forges, and it might happen that the trip-hammer was in use while the iron was heating at one of the forges.

HIRAM GILMAN.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 27, 1858.

Personally appeared the said Hiram Gilman, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken, before me,

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled three miles and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Charles Morgan, of Deaham, in the State of Massachusetts, testify and say, in answer to the following interrogatories.

1. What has been your employment for thirty or forty years past?

Ans. I have been engaged in a machine shop a large portion of the time. I worked in the Avery factory, at Meredith bridge, when it was built, I think in 1823, about two years; afterwards in build-

ing up the mill on the Gilford side of the river. After I left work at the Avery factory I had charge of a machine shop at Amoskeag, repairing old machinery and building new. I remained there two years. I then went to Manchester, and had charge of the large machine shop there under the agency of O. W. Baily; here I remained about two years. Then I went to Nashua, and had charge of a repair shop there about four years; from thence I went to Biddeford, in Maine, and had charge of a large machine shop for about six months. Since then I have not been employed in machine shops.

2. While you resided at Meredith bridge, what had you to do with the water power at the Avary dam?

Ans. I assisted in reparing the dams and flumes, and was pretty well acquainted with the state of the water; putting on the planks when we wished to save the water, and taking off the planks when the water was too high.

3. Did you or not during those years observe the condition of the water at the Avery dam at all seasons? if so, will you state your best judgment as to the number of cubic feet of water running in the river in a second of time during the periods of the greatest drouths?

Ans. I did observe the state of the water through the seasons generally. As to the quantity of water running in the river at seasons of the greatest drouth, I can only make a rough estimate. I should state the quantity at three hundred cubic feet to the second, except, perhaps, when the repairs were being made.

4. Will you give a description of Daniel Tucker's water power as to the head and fall?

Ans. I have helped to measure and level from the dam here, down to the river, and eight feet was estimated as the average fall. Daniel Tucker had a flume built, to take the water down to his mill, about six feet deep, and about five or six feet in width. The gate at this flume was under a head of about five feet, and the water from hence was carried by a spout on to an undershot wheel of twelve feet in diameter. The gate was four feet long, and raised from six to eight inches.

5. Assuming the length of the gate to said Tucker's trip-hammer wheel to be four feet, and assuming said gate to be raised six inches, what number of cubic feet of water per second would be discharged?

Ans. By calculation, about twenty-four cubic feet per second.

6. Have you been acquainted with other trip-hammers of about the size of said Tucker's? if so, where were they situated, and how would the amount of power required to drive them compare with the power required to drive Tucker's trip-hammer?

Ans. I have been acquainted with a good many trip-hammers at other places, generally a little smaller than the Tucker hammer. We had one on the Gilford side, at our shop there; at Manchester

we had four or five trip-hammers, some smaller and one larger, also one at our repair shop at Nashua, and four, I think, at the Biddeford shop. The power required to drive these hammers would be less, generally, than what would be required to drive the Tucker hammer, as they run at less speed, I think.

Upon cross-examination by Mr. Hackett, counsel for defendants, said deponent answers as follows:

1. If you noticed any backwater upon the water-wheels at the Tucker privilege, state at what time in the year it ordinarily occurred.

Ans. I don't know that I ever noticed any backwater there. I was engaged on the other side of the river.

2. State if you noticed any backwater upon any of the water-wheels at Meredith bridge, while you resided there; if yea, at what times, and how long did it continue?

Note.—This question objected to by Mr. Hebbard, as irrelevant.

Ans. I have noticed backwater on our wheels at the grist and saw mill, on the Gilford side, sometimes.

3. If any of the mills at Meredith bridge were retarded or suffered by reason of drouth, while you resided there, state how frequently and how long?

Ans. In dry seasons, I should think, a portion of the machinery was stopped for want of water, but not all the machinery. I know that the saw-mill was occasionally stopped for a few days, maybe for a week, to enable us to keep the factory and grist-mill running?

4. If you served your time as a house carpenter and builder, state how long you worked at that business.

Ans. My father was a house carpenter by trade, and I assisted him in joinering and farm work until I was twenty-two years old.

5. If you knew the Parker premises, what is that part of the building owned by the complainant worth?

Ans. I have not looked into the building for eleven years, and can give no opinion about it.

CHAS. MORGAN.

District of New Hampshire, Belknap County, *ss.*

LACONIA, August 27th, 1858.

Personally appeared, the said Charles Morgan, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled three miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

And the defendants at the hearing of this cause duly filed and exhibited to the court here the following depositions, documents, and exhibits:

I, Stephen C. Lyford, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. If you reside at Laconia, how long have you resided there?

Ans. I do reside at Laconia, formerly Meredith, and have resided there since September, 1815.

Int. 2. How near to the Avery dam, so called?

Ans. Within fifty rods.

Int. 3. How near to Lake village?

Ans. Within one mile and a half.

Int. 4. How near to the outlet of the lake at the Weirs?

Ans. About six miles.

Int. 5. How far from the Weirs?

Ans. About six miles.

Int. 6. What is your profession?

Ans. The practice of the law.

Int. 7. How long have you known the water power at Lake village?

Ans. I have known it generally since 1815, and particularly since 1819, and very particularly since 1827.

8. How long have you known the lake Winnipiseogee, and its outlet?

Ans. I have known the outlet since 1819, and particularly since 1827.

9. If you had occasion to serve on a reference in regard to the building or rebuilding the Avery dam, state when it was, who served with you, what was submitted to you, whether in writing or by parol? when, how, and what you reported?

Ans. In 1825, I think the owners of the Avery dam submitted to Asa D. Eager, Ebenezer Danford, and myself, whether by writing or parol, I do not recollect, to settle the proportion which each should contribute for the purpose of rebuilding the dam. We reported that Daniel Avery, who was the owner of the Avery factory, should contribute five-twelfths, Daniel Tucker two-twelfths, Samuel H. Bean two-twelfths, John Chase two-twelfths, and Seth Cheney one-twelfth; they were all the owners of the water power on the Meredith side. The report was made in writing, and I think handed to Mr. Avery.

10. State whether the divisions into twelfths was previously made by the parties or by the referees, at or about that time?

Ans. The referees made the division into twelfths for the convenience of settling the proportions. The owners had nothing to do with the division into twelfths; and this is the only partition I ever knew.

11. Has or not the committee any power to partition, or did they undertake to partition the water rights or title in the privileges there?

Ans. They did not undertake to settle anything but the proportion which each should contribute to build that dam.

12. Will you now state what have been your means of knowing the mill privilege and dams at Lake village, and if you have been in any wise connected with the mill privileges, and the building or modifying the dams, mills, or water power at that place? Please to state the facts, and in the order in which they occurred?

Ans. I became interested in the water power on the Gilford side, at Lake village, in 1827, having been a part owner. In May, 1830, I became sole owner, and occupied the privilege and water power up to the first of April, 1856. In 1827, there was a poor, old, leaky dam, holding water enough to run a single saw, a clap-board machine, and, I think, two runs of stone for grinding, until about the middle of July or the first of August of each year. In 1829 a new dam was built and finished about the first of October of that year, raising the water about two and a half feet above the capacity of the old dam to hold the water. This dam was about 200 feet above the saw-mill. In 1834, the wing extending from the dam to the saw-mill was raised to the same height of the dam. In 1836 I rebuilt the saw-mill, about 120 feet further down the river, and put in two saws. In 1828 a furnace was put in operation for casting, on the ground where Cole's foundry now stands. After 1830 a building was put up for a threshing machine, carried by water; also another building designed for a cotton factory, where cotton yarn was manufactured. These buildings were supplied with water by means of a canal dug on the east side of the saw-mill.

13. If you had occasion, in consequence of the dam which you built, to purchase the right of flowing, state where you made such purchases, and of whom?

Note.—Mr. Hibbard, for complainant, objects to this question as incompetent and irrelevant.

Ans. In the spring of 1830, our dam was full, and in consequence of raising the dam, we flowed land between the dam and the outlet of the lake; by that means we let the land-owners see what we wanted, and asked them to state the damages they claimed for covering the land with water. Eliphalet Blaisdell was the most injured, and claimed $400, half of which I paid, and the owners on the other side paid the other half. We then settled with James Hoitt for $100;

his land was in Meredith; then settled with James Gordon for his half of the water power at the Weirs, for I think, $150. The other land-owners did not complain. At this time I owned the land and the water power on the Gilford side, at the Weirs. There was no complaint made by mill-owners below the dam. John B. H. Odiorne owned the other undivided half of the land and privilege on the Meredith side, and with him we were never able to settle.

14. Will you state whether the old dam is or is not now running at Lake village?

Ans. The old dam erected in 1829 is remaining, or at least a portion of it, if not all. The dam with the wing remains generally at the same height. Timbers were placed on the top of the dam in 1846, or after, but not with the design of raising the water, and I don't understand they had the effect to raise the water; the timbers were six inches above the old timbers, put on when the dam was built.

Int. 15. What effect did the dam erected by you have upon the water power at Lake village, and the water privileges on the river below?

Ans. It increased the water power at Lake village very much, and had a beneficial effect on the water power below.

Int. 16. If it is within your knowledge that obstructions have at different times been removed from the river between Lake village and the outlet of the lake, or at the outlet, please state the times when, by whom, and for what purpose such obstructions were removed, and at what cost?

Ans. In 1832, the remains of an old dam, made of stone and logs, at the Weirs, shutting off two-fifths of the river, I should think, were removed. Two stone piers under the bridge, from 10 to 12 feet wide, were removed, and in their places were put two piers of ten or twelve-inch timber, and cap pieces put on these piers, and the bridge rested on these instead of the stone piers. The river above, for twenty rods, was full of large and small boulders, which were removed, opening a channel some fifty feet wide. In 1834, August and September, a coffer dam was built at the head of the falls at the Weirs, the water by that means shut off; we began about 25 rods below the bridge, and cleared a channel of 50 feet wide, deepening it as we went up stream, turning the bed of the river from the bridge to the coffer dam some 18 or 20 inches. The obstructions were removed to facilitate the navigation of the water for boats and rafts. The expense of removing obstructions and other improvements was $1200, which I paid.

17. Will you state whether the coffer dam was or not built into deep water.

Ans. The coffer dam was built in still water above the falls. When the coffer dam was finished, we found the dam to be about two or three rods north of the highest ground in the bed of the river, the

water standing at the dam about one foot, and would not run over the highest ground in the bed of the river.

18. What effect upon the water power and navigation of the river, has been produced by removing such obstructions?

Ans. It has facilitated the passage of boats and rafts from Lake village to various places on the lake. Prior to building the dam in 1829, a raft could not be brought over the falls to the Weirs, of ten logs, without breaking up. After the work which I did in 1832, rafts of one hundred thousand feet, board measure, came down through the Weirs unbroken. The piers I put in under the bridge were forty-two feet apart, and would admit rafts from 25 to 40 feet in width. The rafts were from 20 to 40 feet wide, according to the amount of timber.

19. If the removal of these obstructions occasioned any damage to the mill owners below, or complaints, please state what the damages were, and who complained.

Ans. I never heard of any damages occasioned by the operations at the Weirs, nor any complaint on account of them. The removal of the obstructions improved the flow of the water, giving a more regular supply.

20. How does the dam of 1851, erected by the defendants, in its effect upon the height of the water, compare with the dam which you erected?

Ans. The dam of 1851, is of the same height as the dam of 1829, when built; they were both built by the same man.

21. Upon the whole, what has been the effect of removing the obstructions, and the erection of dams at Lake village, and the manner in which the water has been used upon the water power and mill privileges at Meredith bridge, and upon the river generally?

Ans. My opinion is that the operation of the removal of obstructions, has been favorable to the privileges and water power below Lake village, and doubled the value of every mill privilege below Lake village.

22. How many years have you been interested in or owner of mills or water power on this river; and how long did you operate mills on your own account?

Ans. I operated the privilege at Lake village, on my own account, about twenty-six years.

23. Have you or not, from your position and business, been a close observer of the working of the water power on this river for the last forty years?

Ans. I have seen the operation of the water power on this river for the last forty years. For several years, prior to 1826, I was a director in the Avery factory. I have been engaged as counsel in various suits at law, respecting the water power and privileges on this river, since 1835.

24. How many steamboats are now running on the lake, and how many horse boats?

Ans. Three certain, and I don't know but four or five, and I have known a half dozen horse boats, but cannot tell how many there are at present.

25. Do you know Isaac M. Parker, the brother of the complainant? If yea, how near does he live to you, and what real estate has he been in possession of since 1832?

Note.—Mr. Hibbard objects to this question as irrelevant.

Ans. I know Mr. Parker, and have known him more than thirty years; he lives within forty rods of me, and has been in possession of a dwelling-house and lot of land, where he lives, more than twenty-five years.

26. If you are acquainted with the mill of the complainant, will you state what is its condition, capacity, or value?

Ans. I know the property, but know nothing of its value, or condition; it has not been operated for a number of years.

On cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes answer to the following interrogatories:

1. Have you been, and are you now, counsel for the Lake Company in this action?

Ans. I have been retained by them as counsel, but have taken no active part as yet.

2. Have you not assisted them as counsel in taking testimony?

Ans. I am not certain that I did not suggest one or two questions at a previous sitting.

3. Have you or not attended before the commissioner as counsel for them several days at previous sittings?

Ans. I have attended, but whether as counsel or not I can hardly say. I attended at the request of the agent to be present at the taking of the testimony, that I might better understand when I should be called upon as a witness.

4. Have you at different times acted as their counsel in other suits? If so, when and to what did said suits relate?

Ans. I have acted as their counsel in two suits now pending in court, one in favor of John Parker, the other in favor of William Parker against said company; and in all their suits connected with the water power on this river generally.

5. Who were the parties that entered into the submission before you and said Danford and Eager?

Ans. Daniel Avery, John Chase, Daniel Tucker, Samuel H. Bean, and Seth Cheney.

6. You say, in answer to the ninth direct interrogatory, that said parties were "all the owners of the water power on the Meredith side." Do you mean that they were the owners of all the water power on the Meredith side?

Ans. They owned the dam on the falls on the Meredith side, and the land adjoining the falls. Whether there was any water power left which they did not own, I cannot say.

7. Were or not all the parties concerned in said arbitration present before said arbitrators during the time you had said matters under consideration?

Ans. My impression is they all came before us when the submission was made, stated what they wanted, and left us to make up our report.

8. Did or not said parties exhibit their title deeds or copies thereof before said arbitrators during said hearing?

Ans. I have no recollection that they did.

9. How did it happen that said arbitrators awarded that one party should pay five-twelfths of the expenses of building the dam, other parties two-twelfths each, and another party only one-twelfth?

Ans. We took into consideration the amount of business each was doing. Mr. Avery owned the Avery factory, which had 1000 spindles. Daniel Tucker owned a blacksmith shop, with a trip-hammer and bellows. Samuel H. Bean dressed cloth and carded wood by machinery carried by water. John Chase had a machine shop. The last three we thought about equal, and set them down for an equal contribution. Seth Cheney had a small shop and a small business, and we set him down for one-twelfth of the expense.

10. Did or not said arbitrators apportion said expense, as near as they were able to do, according to the several quantities of water which the respective parties were using?

Ans. I don't think we took into consideration any facts other than those which I have stated. I think we had no deeds or other evidence laid before us. We all live here together, and were conversant with each other's business.

11. When did you last see said award, and in whose possession?

Ans. I have no recollection of seeing it since it was drawn, and I think handed to Mr. Avery.

12. Have you since then made any inquiry or search for said award? If so, when was it, and what inquiry or search did you make?

Ans. Mr. Avery died in February, 1826. John T. Coffin and George P. Avery were appointed administrators, and Mr. Avery's papers of course went into their hands. Within the last ten years, I have repeatedly inquired of Mr. Coffin for that award, and his answer uniformly has been that he has never seen it. I have never made any other inquiry or search for said award.

13. Have you any means of knowing whether said award was ever sent for record to any recording officer?

Ans. I have no knowledge of it since it passed out of the hands of the referees.

14. When and by whom, within the past twelve years, were you first inquired of in relation to the contents of said award?

Ans. I cannot tell who first made inquiries of me about it. I have been inquired of about it by Mr. Bell, the agent of the company, and by Mr. John A. Parker, the complainant. As between these persons, Mr. Bell inquired first.

15. Did you or not have frequent conversations with Mr. Bell for several years prior to his decease in relation to the contents of said award?

Ans. I cannot tell how many; probably more than one in reference to the partition of the expense of the dam.

16. When did you cease to be interested as owner in the water power at Lake village, and who became the purchaser?

Ans. I think either in 1842 or 1844, and David Pingee was the purchaser.

17. You say, in answer to the 13th direct interrogatory, that the dam was full in the spring of 1830. Was said dam full at any other time while you remained an owner? And how long did it remain full in the spring of 1830?

Ans. In 1832, it was more than full; the water run over. In the course of the season of 1830, the water was being used all the season, and got down probably as low as usual.

18. What was the occasion of filling said dam full in 1832?

Ans. The snow in the spring of 1832 went off without rain as early as the first of May. All the waste-ways were shut, and remained so until about the middle of May, when it began to rain, and rained a number of days incessantly, day and night, and filled our dam. We then took up our waste-gates, but the water increased upon us beyond our ability to discharge it. We stopped all our mills I think on the Gilford side; the mills were stopped for about six weeks. June 16th, the water run over the dam four inches, and did not settle within the dam until after the middle of July.

19. Was or not said dam ever full after 1832 while you was an owner at said dam?

Ans. It was full, but I have no recollection of its running over. In 1833, it was full in July, about the first or second day, and the water was level into the lake. I think the occasion of its being full was to let the steamboat into the lake. There was a number of years when the dam was full, but I recollect of no instance when the water run over, except the time mentioned in 1832.

20. Did you take deeds, conveying a right to flow, from the parties to whom you paid damages, as stated in answer to the 13th direct interrogatory?

Ans. We did take deeds.

21. Who paid the other half of the damages referred to in said last named answer?

Ans. Nathan Batchelder paid the other half of the damages.

Int. 22. Do you mean to state, in said last-named answer, that you

purchased the right to keep said dam full from all the parties who made any objection on account of flowage?

Ans. The deeds we took authorized us to keep the water as high as the dam would keep it. I don't now recollect any of whom we did not take deeds who made any complaint.

23. Do you mean to state, in answer to the 14th direct interrogatory, that, after the timbers were placed on the dam, in 1846, the capacity of said dam to hold water was not increased?

Ans. I cannot say. I never examined the whole extent of the dam, but, as I understand it, these timbers were not put on with a design to raise the water.

24. What interest had you in the navigation between the lake and Long bay which induced you to cause obstructions to be removed at so much expense, as you have stated, in answer to the 16th direct interrogatory?

Ans. The mill depended chiefly on logs coming from the lake to be sawed. A large quantity of oak plank were sent from the mill over the lake to Alton, thence to Dover by teams.

25. Did, or not, the removal of said obstructions, in 1832 and 1834, enable you to draw down the water from the lake lower than you could have drawn it before?

Ans. Yes, it did enable us to draw the water lower from the lake.

26. What enables you to state, in answer to the twentieth direct interrogatory, that the dam of 1851 is the same height as the dam of 1829?

Ans. I was present when Mr. Clark, the engineer, applied his level, and I compared it with the wing of the old dam, and found it the same height, except, perhaps, a fraction of an inch, which was allowed for settling, and I have actually measured it many times, and found the dams of the same height.

27. What portion or portions of the dam of 1829 did Mr. Clark take as a guide to enable him to construct the dam of 1851 of the same height?

Ans. He took the wing extending from the dam of 1829 to the dam of 1851, extending 250 feet, which he built in 1834, corresponding in height with the dam built in 1829 as a guide.

28. In what way have you measured the comparative height of the two dams, as stated in answer to the 26th cross-interrogatory?

Ans. I measured from the timber on the top of the new dam to the water when it was still, and from the top of the wing-dam to the water, and found the difference less than half an inch.

29. To what removal of obstructions do you refer in your answer to the 21st direct interrogatory?

Ans. I had reference to the deepening of the channel, and thereby drawing from the lake, instead of Long bay.

30. You say the removal of said obstructions has doubled the value of every mill privilege below Lake village, in your opinion. Do you

mean that, in this way, the value of said mill privileges has become double what it was prior to 1832, or what is your meaning?

Ans. I mean that all the privileges below Lake village are double the value that they were previous to 1829, in consequence of building the dam at Lake village, and other improvements there made. My reasons are that, upon an average of three months in each year, the mills, previously to that time, could not be operated for the lack of water; but since that time there has been no stoppage of the mills from lack of water.

31. Was you formerly a part owner of the Seth Cheney privilege, so-called, at the Meredith bridge dam, and when? If so, did you have occasion to make any claim to any particular quantity of water as belonging to that privilege, and how much did you claim?

Ans. I was a part owner for a short time, but when and how long I cannot now state. I have no recollection of any difficulty about water, but I was an owner but a short time.

32. Have you been constantly engaged in the practice of law at Meredith bridge during all the time since you became acquainted with the water of Winnipiseogee river, as you have stated?

Ans. I have had an office all the time, and my business has been generally in it. I have had some out-door business, however.

33. Did you ever know the Avery factory to stop for want of water prior to 1846, except when repairs were going on?

Ans. I came to Meredith bridge in 1815, and between that time and 1825 I think half the time the Avery factory had but 250 spindles, and the water was insufficient to carry the spindles from about the middle of July till about the first of October usually. I remember going to the Weirs with Mr. Avery's men to open small channels, three and four feet wide, by removing small stones, to increase the quantity of water. At this time a person might walk on the stones across the river without wetting his feet.

34. Can you tell what machinery was run by water in the Aquedochton, or Cheney privilege, while you was part owner?

Ans. I think four spinning frames were to be run, sixty-four spindles to a frame, and other necessary machinery to make yarn.

Direct Examination resumed by Mr. Hackett.

27. Did you, or not, after you built the dam at the Lake village, claim and exercise the right of keeping the dam full whenever you had occasion to do so?

Ans. We did.

S. C. LYFORD.

District of New Hampshire, Belknap County, *ss.*

Laconia, July 16th, 1858.

Personally appeared the said Stephen C. Lyford, and made oath

that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Moses Sargent, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

1. Where do you reside, and how long have you resided there, and what is your occupation and age?

Ans. I reside at Lake village, and have resided there for twenty-two years, with an occasional absence of two years. I am a manufacturer of hosiery yarn, by water power, and have been for twenty years. My age is 54 years.

2. What mills, and for what time, have you occupied at Lake village, and about how much water power have you used, and what machinery have you run?

Ans. I occupied the new mill from 1836 to 1838, then I removed into the old woollen mill, now occupied by Lyman B. Pulsifer, and remained there until 1848. I then went to Portsmouth and remained there two years in manufacturing. I returned to Lake village in 1850, and have occupied the mill I now occupy ever since, called the new mill, or Lawn mill. The amount of water power I consider equal to a forty horse power; I have run three sets of cards, forty inch.

Int. 3. State whether the water power at Lake village has been improved or injured since you went there.

Ans. Improved.

Int. 4. How has the water power been improved? State the condition of the old dam and wings, and also describe the present dam and wing?

Ans. By repairing the old wing-dam, by tightening it, and raising it, and doubling the water power. The improvements were made under the direction of Mr. Bell, in 1851 and 1852. The wing-dam has been raised, and the main dam has not. The wing-dam was a crazy, leaky thing before it was repaired. Since the repairs the water has been saved from leakage, and applied to useful purposes.

Int. 5. What effect did the removal of the obstructions near the outlet of the lake, after you were there, have upon the water power at Lake village, and below?

Ans. To give us more water, and in a more uniform manner. I suppose it had the same effect on the mills below.

Int. 6. Was or not the value of property and population increased at Lake village since 1846? if yea, how much?

Note.—Mr. Hibbard objects to this question, as incompetent and irrelevant.

Ans. I think the population, since 1846, has increased threefold. House lots have increased 50 per cent. in value, and I think real estate has increased at least 25 per cent.

Int. 7. State to what extent of the capacity of the dam was used before 1846, both in regard to raising and drawing off the water.

Ans. Previous to 1846, the difference between high and low water was four feet.

Int. 8. State whether or not the increase of the water power at Lake village was effected by saving waste water.

Ans. It is increased.

On cross-examination, by Mr. Hibbard, complainant's counsel, the deponent makes answer to the following interrogatories:

Int. 1. What rent have you paid for the factories you have occupied at Lake village during the different years you have occupied them?

Ans. I don't remember what rent I paid for the use of the new mill which I now occupy, for the first two years; but my impression is, it was $250 a year. When I moved into the old woollen mill, I paid, for the use of the mill and two sets of machinery, $500 per year, for ten years. Since 1850 I have occupied the new mill, without machinery, wheel or fixtures furnished by the company, for which I have paid $350 per year. I repaired the mill, and built a canal and wheel at my own expense, of $700.

2. Did you occupy the whole of said new mill during the first two years you resided at Lake village? If not the whole, what part did you occupy?

Ans. The whole of it.

3. How did the machinery, which you run during the first two years you occupied said new mill, compare with the machinery you have run during the past eight years?

Ans. One-third part as much.

4. State whether or not the machinery which has been run at said dam, within the last six years, has been greater than was run there during the first six years you resided at Lake village.

Ans. It has been greater.

5. Can you state what machinery was run during said first six years, and what machinery has been run during the past eight years? State as near as you can.

Ans. The machinery run for the first six years was the cotton mill, grist-mill and saw-mill, and one of the woollen mills. Since then, in addition, the woollen mill I now run has three times as much machinery as the old woollen mill, and a small stocking manufactory is run. Double the amount of business is now done in the mill I occupy than was done two years ago. I speak now of the Laconia side of the river.

6. Do you mean to say that double the water has been used at Lake village since 1852, for running machinery, than was used prior to 1846?

Ans. No, not on the Laconia side of the river. I am not so familiar with the Gilford side; but I should think that double the machinery was run there. I should think 50 per cent. more water has been used since 1852 than previous to 1846.

7. Can you state whether all the mills at the Lake village dam, taken together, have been a source of as much income per annum, since 1846, as they were prior to that time?

Ans. More, I think.

8. Have you actually paid $350 per year for the rent of the factory you have occupied during the past eight years? If not, how much have you, in fact, paid?

Ans. My rent is $350 per year, but sometimes a discount has been made me, in consequence of interruptions, caused in repairing dams, wings and flumes, by the company. When the new stone dam was built, a discount of six months' rent was made—when the weir was built, a discount for three months was made. There was a discount made previously, but what amount I cannot tell, nor for what cause.

9. Have you had any discount, or have you now any claim for discount at times, when the stoppage was not on account of making repairs?

Ans. I have none.

10. Were the mills at Lake village, all or nearly all, compelled to stop on account of the low water in 1854?

Ans. There was a stoppage of some of the mills, but I kept my mill running, but was a little short.

11. Were not nearly all the Lake village mills compelled to stop for want of water at any time during that year? If so, what mills stopped, and for how long a time, as near as you can state?

Ans. I cannot tell you what portion of the mills was stopped, but some did stop a portion of the year for lack of water.

Int. 12. Was the stoppage referred to, in the last answer, at a time when the water had been drawn off for the purpose of making repairs?

Ans. I don't recollect distinctly, but my impression is that the water was drawn off for Lowell, or for the purpose of excavating at the Weirs.

13. Can you state that any excavations were going on in 1854, at the time of said low water?

Ans. I cannot.

14. Has or not the discount, which has been made in your rents on account of low water, been equal to the damage it occasioned to your business?

Ans. It has not.

15. Has it or not been nearly equal to said damage?

Ans. I don't think it has.

16. Were the Lake village mills compelled to stop on account of low water, at any time prior to 1846?

Ans. They were, more than once, but in what year, or how long, I am unable to state.

Int. 17. At what seasons of the year was there any trouble, prior to 1836, on account of low water at the Lake village dam?

Ans. I cannot say.

18. You say, prior to 1846, the difference between high and low water was four feet; what has been the difference, since that time, between the highest and the lowest water?

Ans. I cannot say, exactly, but should think about four feet.

19. In what way did the removal of obstructions, at the outlet of the lake, give you more water at Lake village, and make the water more uniform?

Ans. It enabled us better to keep up the head in the dam, and gave us a more regular supply.

20. If the water in said dam had been used to the best advantage for manufacturing purposes, at Lake village, would there have been any necessity for excavations at the Weirs, in order to give you a sufficient quantity of water, and an equal supply?

Ans. There would.

21. Is there not sufficient surface of water in Long bay to give a uniform supply of water at said dam, provided the water was not drawn off for the accommodation of manufacturing interests below?

Ans. Not without the help of the lake, the ordinary flow from the lake without the excavations.

22. Are you able to state what has caused the increase of population, and the ualue of property, at Lake village, since 1846?

Ans. The water power.

23. In what way has the water power been the cause? Give the particulars.

Ans. The water has not been raised in the bay or lake since 1846, to my knowledge, but by tightening the dams, and by the way it has been managed. The water power has been better since than before 1846.

Int. 24. Has or not said increase in population, and in the value of property, been caused, to a great extent, by the fact that the railroad nas been built since that time, and the railroad buildings located at Lake village?

Ans. The railroad has helped, but the repair shops would not have located there but for the water power. My opinion is, that if there had not been an increase of water, they would not have been established there.

Int. 25. What amount of machinery is run, and has been run, in carrying on said repair shops?

Ans. I have no means of knowing.

Int. 26. Are you able to swear that there was not water at said dam, prior to 1846, sufficient for the purpose of said repair shop, as it has been carried on, since it was located there?

Ans. I do not think there was, with all the rest of the machinery that was there.

Int. 27. How does the machinery, that is now run at Lake village, compare with what has been run there at other times, since 1852?

Ans. It has increased a little since then, but I cannot give the state of business from time to time since then. The machinery now run, is much the same as four years ago.

Int. 28. Have you or not, at all times, since 1852, been of the opinion that the alteration in the management of the water, at Lake village dam, had caused the increase in the population, and in the value of property, at Lake village?

Ans. I have.

Direct Examination resumed.

Int. 9. State whether there has or not been any alteration in the mode of conducting the water to the wheels on the Laconia side? If yea, when was it made, and what has been the effect in regard to increasing or diminishing the power?

Ans. There has been an alteration on the Laconia side, which has increased the power.

Int. 10. State whether or not, at the time the weir was built, when the discount on the rent was made to you, the flume to your mill was rebuilt?

Ans. Not rebuilt, but raised. In 1856, I built over the flume from the grist-mill to meet my canal; and this was a part of the time for which a discount was made in the rent.

Int. 11. If any discount has been made to you, since Mr. French has been agent, state when it was, and for what cause?

Ans. In 1857, when the flume gave way under the grist-mill.

Int. 12. If, since you have been acquainted with the river, you have known so severe a drought as in 1854, state when it was?

Ans. I don't think I ever have.

Int. 13. Did you or not know of a short supply of water at Lake village, at any time, and if at any time, when, prior to 1846?

Ans. We were short, but I don't recollect the time.

MOSES SARGENT.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 17th, 1858.

Personally appeared the said Moses Sargent, and made oath that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me. J. A. RICHARDSON,
Commissioner

I also certify, that said deponent travelled two miles, and attended two days, to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Josiah S. Vittum, of Meredith, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. Where do you reside, and what office do you hold in the town of Meredith?

Ans. I reside at Meredith village, and hold the office of town-clerk of Meredith.

Int. 2. State whether, as town-clerk of Meredith, you have the custody of the records of the assessment of taxes in the town of Meredith since 1832?

Ans. I have.

Int. 3. Will you annex a true copy of the valuation of the real estate taxed to Isaac M. Parker, made by the assessors, for the purpose of taxation, in each year since 1832 to 1855, in said town of Meredith?

Note.—To this question Mr. Hibbard, counsel for complainant, objects as irrelevant.

Ans. I annex the paper marked A.

A.

A Copy of the Valuation of Real Estate of Isaac M. Parker.

In 1832,	real estate, valued	50
1833,	" "	400
1834,	" "	400
1835,	" "	400
1836,	" "	400
1837,	" "	1000
1838,	" "	1000
1839,	" "	1000
1840,	" "	1000
1841,	" "	900
1842,	" "	850
1843,	land 100; buildings, 750,	850
1844,	" 110; " 750,	850
1845,	" place occupied by Isaac M. Parker,	850
1846,	I. M. Parker, real estate, valued	850
1847,	" " "	850
1848,	" " "	850
1849,	" " "	850
1850,	" " "	850
1851,	" " "	800
1852,	" " "	800
1853,	" " "	800
1854,	" " "	1000
1855,	" " "	1000

A true copy.

Attest:

JOSIAH S. VITTUM,
Town Clerk of Meredith.

Int. 4. State whether or not, during the time above named, from 1832 to 1855, any real estate was taxed in said Meredith to either John A. Parker or Benjamin Parker.

Note.—Objected to by Mr. Hibbard, as irrelevant and incompetent.

Ans. I searched the records, and could find none to either of them.

Int. 5. State when the present town of Laconia was taken from Meredith, and whether the said Isaac M. Parker then resided in that part of Laconia which was formerly a part of Meredith.

Ans. Laconia was set off from Meredith in 1855, I think. Isaac M. Parker did then reside in Meredith.

JOSIAH S. VITTUM.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 17, 1858.

Personally appeared the said Josiah S. Vittum, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled ten miles and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Charles Ranlet, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. Where do you reside, and how long have you resided there, and what is your occupation?

Ans. Reside in Laconia, and have resided there ten years, and my business is that of a car-builder.

2. If you have heretofore resided in the village at Meredith bridge, when was it, for how long a time, and in what employment?

Ans. I resided here in 1826, 1827, and left here in March, 1828. I was then employed in the machine-shop connected with the Avery factory.

3. About how much water-power do you use in your business, and how many men do you employ?

Ans. I use a twenty-five horse-power. I sometimes employ eighty men, sometimes sixty, and sometimes twenty men.

4. What rent do you pay for your water-power?

Ans. One hundred dollars a year.

5. What was the state of the Perley canal when you came here, ten years ago?

Ans. It was a mere brook part of the way, and a part of it as deep as it is now. It was in a bad state of repair; the stones and earth had caved in from the banks.

6. If you made any contract with James Bell, late agent of the defendants, in reference to said canal, state what it was and what he did to the canal in consequence of such interest.

Ans. I took a lease from him for so much water for twenty years. By the lease I was to have what would carry two wheels of specified dimensions. He then squared up the sides of the canal, and put in a bank wall, deepening the canal in some places a foot, in some places less. Towards the head of the canal, it was only walled up; further down, it was deepened as stated, to remove the inequalities of the bottom, and give a regular descent.

7. Will you state how these repairs affected the water power of the canal, and whether they increased? and if so, to what extent, the quantity of water flowing into and through the canal?

Ans. They kept the head up, and of course improved it, and brought the water near to a level with the water in the pond. I never used the water of the canal until the repairs were made. It increased the water power, of course, by keeping the head up, by which we could do more work.

8. Do you mean that a diminished discharge of water will do more work with a full head than a larger quantity with a reduced head?

Ans. Yes.

9. Will you give the details of any experiments you have made tending to prove such a result?

Ans. I have made a number of experiments when the water was down. When we have found our speed slow, we have diminished the aperture through which the water run, sometimes one-half, and sometimes a third, at our gates. There are three other gates besides ours which were altered in the same way, and by this means we raised our head of water, and were enabled to do a good business. The better head we have, the less water we use to do the same work.

10. If there has been, any time during the last ten years, excepting when repairs were being made, when there was too much or too little water to carry the works of the complainant, John A. Parker, will you state when it was? what the cause was? and how long it continued?

Note.—This question objected to by Mr. Hibbard, complainant's counsel.

Ans. There has been no time, that I know of, when his mill had not sufficient water,—I mean within ten years; and I have been here all the time, with the exception of a few days' absence occasionally.

Int. 11. What, in your judgment, has been the effect upon the water power in this river of the excavations at the outlet of the lake?

Ans. I think they improved the water power.

12. What, in your judgment, would be the effect upon the water power on this river if the stone dam prayed for by the complainant was erected?

Note.—To this question plaintiff's counsel objected.

Ans. It would injure the water power here, and we should be thrown back where we were thirty or forty years ago, and be subjected to long droughts occasionally in the summer season. It would not be more than once in ten years when we should not have a stage of low water hindering the operation of the mills. In these times, all the mills would be hindered except the grist-mill.

13. What is the present value and efficiency of the water power at the village of Meredith bridge, compared with what it was when you came here in 1826, '27, and '28?

Ans. Taking the settlement here in 1852 as the basis, it is worth a good deal more; I should think twenty per cent. more. The settlement is marked D., and annexed to plaintiff's bill, which I refer to.

Upon cross-examination by Mr. Hibbard, counsel for complainant, the defendant answers as follows:

Int. 1. Will you state in answer to the seventh direct interrogatory whether the repairs in the canal increased the quantity of water flowing through the canal, and to what extent?

Ans. They would increase the quantity of water by permitting it to run; but enough to keep the head up is all we require. If you ask, could not more water run there than formerly? I should answer, yes. I cannot state the comparative amount of water used now and before 1846, as I was not here previous to 1848, for twenty years.

2. Do you mean to be understood in your direct examination, that as long as there was enough water in the canal to keep the head up, a given discharge of water from the same head would produce more power, after said repairs than it would have done before?

Ans. The head kept at the same point would produce the same power: the excavations had a tendency to keep up the head more uniformly than before they were made.

3. Have you or not, in times of low water in the canal, frequently had occasion to request that the head of water in the canal might be kept up? If so, when did you make said request? and with what result?

Ans. Yes; and I made my request to Mr. Bell, when at home, and in his absence to Mr. Ham; and since Mr. French has been agent, I have made the same request of him a very few times; sometimes we got the water and sometimes not; we generally got a head in a day or two.

4. Could you have carried on your works if the canal had remained in the condition in which it was before said repairs, testified to by you in your direct examination?

Ans. With the other three gates drawing on the canal, we could not have gone along with our work; but if we could have had the exclusive use of the canal, we could have run our wheels when the water was up.

5. Was there, to your knowledge, ever a time, prior to 1846, when sufficient water could have passed through said canal to have driven all the machinery that has been driven there since 1846?

Ans. I had no knowledge of the canal prior to 1848.

6. At the time of the repairs referred to, in answer to the sixth direct interrogatory, was not the canal in fact widened at the head so as to admit more water?

Ans. The bulkhead was not altered at that time, nor until three years afterwards, when the water got under it, being old and rotten; it was widened four feet.

7. Has or not said canal been deepened more than once within the past ten years?

Ans. It has not, to my knowledge.

8. What means have you of knowing what water is required to carry the complainant's mill? What means of information have you as to whether there has or not, at all times, been sufficient water to carry said mill?

Ans. I have no other means than from having been there occasionally, and seeing the machinery to be worked. There has been no time, since I have been here, that the water has not been up within a foot of the top of the dam, and that was sufficient to work what little machinery there was in that mill.

9. Do you recollect the state of the water in 1854?

Ans. I don't recollect any particular year when the water has been low, but there has been one or two years when the water has been low since I have been here.

10. Do you or not recollect of the water being lower during any season since 1848, than you had ever previously known it?

Ans. I do not recollect that it has been.

11. When was the time referred to by you, when nothing but the grist-mill could be run? How long did that condition of things remain?

Ans. It was when I was a boy, and came here to mill, and when no other mill was run, and before the time I worked in the machine shop connected with the Avery Mill.

12. How, in your opinion, does the present value of the water power at Meredith bridge compare with its value from 1845 to 1852, just before said settlement?

Ans. We know not what we are to have, before we did not know, and that is one reason why it is worth more. Another reason is, we cannot be affected by drought, as we are to have so many cubic feet of water at all times.

13. Has there in your judgment, ever been a time when, in consequence of a drought, less than two hundred cubic feet of water would pass down the Winnipiseogee river in a second of time?

Ans. I think in certain seasons of the year, from July to October, we should not have had half that quantity. This is my opinion about it.

Direct Examination resumed.

14. Suppose the height of the dam at Meredith bridge to be reduced eight inches, and the bed of the canal to be filled up one or two feet, would more or less water be required at the Parker mill to give the same power?

Ans. More.

15. Would there be any difficulty in giving the supply to the mills or the canal, with a proper use of the water, and also to the mills on the dam, according to the settlement of 1852, and to the Parker mill, sufficient to carry a trip-hammer of forty pounds weight, bellows, and grindstone, as the water has been since 1848?

Note.—This question objected to as irrelevant and incompetent, by Mr. Hibbard, counsel for complainant.

Ans. I should think there would be no difficulty.

Cross-examination resumed.

14. In your last answer, what power do you assume as necessary to carry said trip-hammer, grindstone, and bellows, for example, what amount of horse-power?

Ans. Five or six horse-power, perhaps.

15. In said answer, what amount of horse-power do you estimate as sufficient to drive all the machinery at Meredith bridge dam, except what is in the Parker mill, or about what amount?

Ans. For a rough guess, some two hundred and fifty.

16. What would be the effect of reducing the height of the dam eight inches, upon your works on the canal?

Ans. We should have less water and less power.

CHARLES RANLET.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 20, 1858.

Personally appeared the said Charles Ranlet, and made oath that

the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Eliphalet Blaisdell, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories.

1. Where do you reside, how long have you resided there, and what is your age?

Ans. I reside at Lake village, and have resided there for twenty years previously. I resided within a mile from that place from my youth.

2. State what opportunities you have had to know the water-power at Lake village, for the last fifty years.

Ans. I have always been acquainted with the mills at Lake village. The sawing and grinding of my family has always been done there.

3. State what mills there were at Lake village from your earliest recollection to 1829.

Ans. There was a saw-mill and grist-mill.

4. What kind of a dam was there up to 1829?

Ans. The first dam I recollect was made up of cobbling stones, two-thirds of the way from the saw-mill to the old bridge.

5. State whether or not your land was flowed by the dam of 1829? If you have made any settlement for the same, with whom, and how much you received, and about how much land overflowed, and what right did you grant, and to whom?

Note.—It appearing that the grant referred to was in writing, the complainant objects that this is not the best evidence of its contents.

Ans. My land was flowed by the dam of 1829, and I made a settlement for the damage with Nathan Batchelder and Stephen C. Lyford. I received thirty-seven dollars for the use of the land flowed the first year, and then released all damages for $400. There were three or four acres of land flowed. The right granted was the privilege of keeping their dam full of water. The grant referred to was in writing.

6. State whether the water-power has or not been improved since 1846?

Ans. I think the water-power has improved since 1846.

7. How much more water-power is used, or machinery run at Lake village than in 1829?

Note.—This question objected to as seeking an opinion.

Ans. There is a good deal more water-power used, and machinery run. I should judge double was used.

8. State the number of houses in Lake village built before 1845, and the number built since that time?

Note.—This question objected to as irrelevant.

Ans. There were thirty dwelling-houses before 1845 on the Gilford side, seventy-six have been built since on the same side. On the Laconia side there were twenty-four dwelling-houses, and forty-seven have been built since.

9. State if there was any time, prior to 1846, when you were unable to get your grinding done promptly at Lake village?

Note.—Same objection as in question 8.

Ans. There were times when the water was so low we could not get grinding done.

10. Has there or not, been any time since 1846, except when repairs were being made, that you have been delayed in obtaining your grinding done promptly at Lake village?

Note.—This question objected to for the same cause as in the eighth interrogatory.

Ans. Since the dam was built the water has been very uniform, but some two or three years ago the water was low, and I think repairs were being made at that time; with this exception we have always been able to get grinding done since 1846.

ELIPHALET BLAISDELL.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 20th, 1858.

Personally appeared the said Eliphalet Blaisdell, and made oath, that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended three days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, John W. Busiel, of Gilford, in the county of Belknap, testify and say in answer to the following interrogatories:

1. Where do you reside, and how long have you resided there?

Ans. I reside in Gilford, and have resided there about twelve years.

2. What is your occupation, and how long, and where have you pursued it?

Ans. My business is manufacturing, and has been for the last twelve years in this place, and for ten years previous in this neighborhood.

3. What are you now manufacturing, and how near to the premises of John A. Parker, the complainant in this case, is the mill which you are now operating?

Ans. I am now manufacturing woollen yarns; and have been in the same business twelve years. My mill is from eight to ten rods distant from the mill of John A. Parker, and we draw water from the same dam, on the same side of the river.

4. If since 1846, except when repairs were being made, there has been any time when there was too much or too little water to operate said Parker's mill, please state when it was, from what cause, and how long it lasted?

Note.—To this question complainant objects.

Ans. I know of no time since 1846, when there has not been sufficient water to operate that mill.

5. What effect had the settlement of September, 1852, between the defendants and the owners of the Avery dam, by which the latter obtained the right to raise the water in said dam eight inches, upon the water power at Meredith brldge, where the complainant's water power is situated?

Note.—This question objected to by complainant.

Ans. I think it made the water power better.

6. What effect have excavations at the outlet of the lake had upon the mill privileges on this river?

Note.—This question objected to as above.

Ans. I think that they have improved the power too.

7. Would or not the water discharged through the Perley canal, as it has been used since you have known it, tend to counteract the benefit of the increased head on the Avery dam? if yea, how and to what extent?

Note.—Objected to as above.

Ans. I don't know that the water through the canal affects injuriously the water at the dam, more than it ever did.

On cross-examination by Mr. Hibbard, counsel for complainant, the deponent answers as follows:

1. Are you in possession of any land next north of your brick mills up the river? if so, for what distance up the river, and do you own or claim to own said land?

Ans. I am in possession of about an acre of land, extending about sixteen or eighteen rods up the river.

2. Supposing the water at the head of the Perley canal to be kept

eight inches higher than it formerly was, would not a much larger quantity of water pass through said canal than formerly passed through it?

Ans. Probably there would be more; it would run eight inches deeper of course.

J. W. BUSIEL.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 20th, 1858.

Personally appeared the said John W. Busiel, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day, to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, George W. Nesmith, of Franklin, in the county of Merrimack, testify and say, in answer to the following interrogatories:

Int. 1. Where do you reside, and how long have you resided there, and what is your profession?

Ans. I reside at Franklin, and have resided there since August, 1822; have been in the practice of law.

Int. 2. What opportunities have you had to know the water power on the Winnipiseogee, at Franklin?

Ans. Since 1837, I have always resided on the bank of the river. Since 1827, I have been engaged more or less in suits that involved rights on the river, which have led me to make investigations. I have been a part owner also in the Franklin mills, and I once owned stock in the Lake Company.

Int. 3. If there has been any appreciable alteration in the water power there since 1846, will you state what it is?

Note.—Mr. Hibbard objects to this question as irrelevant, and because the deponent is not competent to give an opinion.

Ans. So far as I can form an opinion on the subject, the water in the stream has been more uniform, one month with another.

Int. 4. Has *has* that uniformity affected the efficiency of the water power at Franklin?

Note.—Same objection made as in the last question.

Ans. I think its capability has been enlarged for doing more busi-

ness, but there has never been occasion to use all the water power there.

Int. 5. Were you or not connected with Mr. John Nesmith, of Lowell, in 1851, in the purchase of the Lake Company of the real estate and mill privileges mentioned in his deposition, taken in this suit, January 26th, 1858?

Ans. I was.

Int. 6. In the purchase made by you, John Nesmith, and others, of the Lake Company, in 1851, do you or not consider the property as it was then, with the improvements made by the Lake Company, at the Weirs and at Lake village, with the restrictions in the deeds, worth more or less than the same property would have been without the restrictions, and without the improvements?

Note.—Mr. Hibbard objects as before.

Ans. I have always been of the opinion, that the improvements at the Weirs and at Lake village, gave us an advantage which was not countervailed by the restrictions in the deed to us.

On cross-examination by Mr. Hibbard for complainant, the deponent makes the following answers:

Int. 1. Have you at any time been engaged, on your own account, or as an agent or otherwise, in carrying on or managing any mill on the Winnipiseogee river, or have you simply been interested as owner or part owner?

Ans. I have been a director in the Franklin mills since 1852, and a part of the time treasurer. I never have been an agent, or owned a mill in my own right, excepting the Clark saw-mill privilege, which I owned in part for the term of fifteen years.

Int. 2. Did you assist in negotiating for the purchase of the property mentioned in the fifth direct interrogatory?

Ans. I did.

GEO. W. NESMITH.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21, 1858.

Personally appeared the said George W. Nesmith, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled fourteen miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Jeremiah Tilton, of Northfield, in the county of Merrimack, testify and say, in answer to the following interrogatories:

1. Where do you reside, and how long have you resided there?

Ans. I reside in Northfield, and have resided there for the last thirty-eight years.

2. What have been your opportunities to observe the operation of the water power at Sanbornton bridge? State your connection with the mills at that place, and what you have manufactured?

Ans. My residence is within fifty rods of the mills at Sanbornton bridge, and I have been engaged in manufacturing there and in the neighborhood for many years, and at the bridge the whole thirty-eight years. I used to manufacture cassimeres and plain cloths previous to 1831, and since have manufactured satinets.

3. How large a quantity of satinet have you manufactured in any one year?

Ans. Probably some years over one hundred thousand yards.

4. If, since 1846, there has been any change in the water power at Sanbornton bridge, state what it is, and what has produced it?

Note.—This question objected to by Mr. Hibbard, for complainant, as irrelevant.

Ans. There has been a change since 1846; we are less troubled with freshets, and have more water in the dry season of the year.

5. What has produced this result?

Ans. I suppose the water is reserved back in the spring, and in the summer we have as much as we want.

6. Before 1846, if you were subject to droughts, will you say about how long they continued, and how they affected your mills?

Note.—Objected to, as in the 4th interrogatory.

Ans. We were troubled with drought before 1839; that year I built a new dam, and then we were troubled some both with freshets and droughts, more with freshets.

7. If the spring freshets, before 1846, produced backwater, state how they affected your work?

Note.—Same objection as in the above.

Ans. There were times, previous to 1846, when we were hindered in our work, from a week to two or three weeks, by freshets.

8. Is there now more or less machinery run at Sanbornton bridge than before 1846? If more, how much?

Note.—Same objection as above.

Ans. There is not so much, I think. One factory has been burnt out, and not rebuilt.

9. Has the amount of water power at Sanbornton bridge been increased or diminished since 1846?

Note.—Same objection as above.

Ans. I think it has been increased, or made more even, through the year.

10. How did the drought of 1854 affect your works?

Ans. I don't recollect anything about it.

11. Do you wish to be understood as testifying that the water power, upon the whole, has been improved at Sanbornton bridge since 1846? If yea, how much?

Note.—Same objection as in preceding questions.

Ans. I do so mean. It is a good deal better.

On cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes answer to the following questions:

1. Is Sanbornton bridge situated below Union bridge on Winnipiseogee river, and what distance?

Ans. It is four miles distant.

2. About how many acres of surface are there in the pond from which your mill draws water?

Ans. I never made any estimate, and cannot state.

3. How many gates are used to draw water from your dam? What proportion of the whole stream is used at your mill?

Ans. There are eight; we run ours constantly; the other gates are not used only occasionally. We don't use all the power. I think we don't use half the water that is used.

Direct examination resumed.

Int. 12. Does your mill-power flow out of what was formerly called the Philbrick privilege?

Ans. It does.

Cross-examination resumed.

Int. 4. What privilege do you refer to as the Philbrick privilege?

Ans. The privilege was a saw-mill, three-fourths of a mile above my dam, and which the company bought, and cleared out the river at that place, at a heavy expense.

JEREMIAH TILTON.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21, 1858.

Personally appeared the said Jeremiah Tilton, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled ten miles, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Rufus M. Evans, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

Interrogatory 1. Where do you reside, and how long have you resided there?

Answer. I reside in Laconia, and have resided there four years.

Int. 2. What is your profession, and how long have you been engaged in it?

Ans. I am a carpenter by trade, and for fifteen years have followed the business of an architect, carrying along both branches.

Int. 3. State whether you have or not examined the premises of the complainant in this suit, John A. Parker, with a view to state its present condition?

Ans. I went into it to-day, with a view to state its condition.

Int. 4. Will you now state its present condition?

Ans. I consider it very much out of repair, rotten, and out of shape. We find three of the posts and many of the studding rotted off. The timbers in the basement are so rotten as to be unfit for use. There are no windows in the basement; in other parts the windows are very much broken out. There is no floor in the basement; it has probably rotted away. The other floor has been cut up very much. Apparently sound, but uneven. I noticed holes in the roof, which make it leaky.

Int. 5. Is or not the building in a rentable condition?

Ans. I thould not think it was.

Int. 6. Does it exhibit any tokens of having been kept in repair, or having been finished?

Ans. I saw no mark of repairs, except one post which was spliced. The building was never clapboarded, and therefore not finished.

Int. 7. Has the building never been finished?

Ans. The appearance in the basement is, that nothing but a floor was laid. In the upper story, besides the floor, it was partly ceiled up at the sides and end.

Int. 8. Do you mean to be understood as saying that the splicing of one post was the only indication you discovered that the building had ever been repaired?

Ans. Yes.

Int. 9. Should you now judge the building worth repairing?

Ans. I should not.

Int. 10. What would be a fair price for the building without land or water power?

Ans. If mine, I should consider the tearing down and clearing the land as much as it was worth.

Int. 11. Is the building in a safe condition to occupy?

Ans. No.

Int. 12. If you had made a fuller examination of the building, since answering the last question, state the result.

Ans. I have made an examination, and find in the basement a part

of the floor remaining, and one side and one end ceiled up. In the second story fifty squares glass are broke and missing, but is all sheathed up, with the exception of a small patch near the door.

Upon cross-examination by Mr. Hibbard, complainant's counsel, said deponent makes answer to the following interrogatories:

Int. 1. For what reason do you consider said building unsafe to occupy?

Ans. On account of its rottenness, and the foundation being weak.

Int. 2. Is or not said building now occupied for storage, or otherwise; how many tons weight are now in it, as near as you can estimate it?

Ans. I saw some cotton stored. I cannot state as to the weight of it.

R. M. EVANS.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21, 1858.

Personally appeared the said Rufus M. Evans, and made oath, that the foregoing deposition by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me.

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, William Merrill, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. Where do you reside, how long have you resided there, and what is your occupation?

Ans. I reside in Gilford, and have resided there eleven or twelve years; when I first moved here I was a manufacturer, latterly I have engaged in other pursuits.

2. If you have heretofore had occasion to occupy the water power of the complainant, John A. Parker, state when, and how long, with whom, and for what purpose.

Ans. About ten years ago I occupied the Parker mill, with John M. Busiel; we occupied it about two years, doing custom carding of woollen rolls.

3. What machinery did you run?

Ans. We run two sets of custom cards, a napper, and picker.

4. What rent did you pay?

Ans. I think it was a hundred dollars a year.

5. How long have you known said Parker's water power and premises?

Ans. About twelve years.

6. What has been the state of repairs of the buildings, during all that period? State all the particulars.

Ans. When we hired the mill it was very much out of repair, filled up with old machinery and different kinds of rubbish. The upper floor was uneven, rotten, and some holes; in the under floor the timbers were some rotten, and the floor itself was rotten and had some holes in it, and was unsafe to travel over.

7. State whether the building was clapboarded or painted.

Ans. The building was an old wooden building, not clapboarded or painted, and leaked some.

8. What was the state of the windows and doors?

Ans. The windows were out of repair, the glass broken out some. The sill of the door and door-frame was rotten, so we had to repair it.

9. State whether the building stood square and firm or otherwise.

Ans. The building was settled so the floor was not level, and was out of shape down next to the flume.

Int. 10. State whether the building was in a suitable condition to run machinery in it?

Ans. It was not, without repairs.

Int. 11. What did you do before you began to operate your machinery?

Ans. We cleaned out and repaired the mill at a cost of fifteen dollars, which was done at our expense; the owners refusing to make repairs.

12. If you, during the time you occupied said premises, made or heard any complaint for excess or lack of water, or if there was any difficulty on account of the water, or the lack of it, state to whom you made the complaint, and what the ground of it was?

Ans. We made no complaint about the water.

13. What is the present state of repairs of the building, and what has it been since you left it?

Ans. I should think it had been very much out of repair since we left it.

Upon cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes the following answers:

Int. 1. During what years was it that you occupied the Parker mill with Mr. Busiel? Was it not in 1849 and 1850?

Ans. I have not the means to tell you definitely, but should think it was about ten years ago.

2. Will you state what amount of horse-power would have been necessary to run your machinery, during the time you occupied said mill?

Ans. I cannot, not being acquainted with horse-power.

3. Was you ever engaged in manufacturing before the time you occupied said mill? Have you been since?

Ans. I was so engaged before we occupied, but have not been since. Before, I was engaged for about a year in making stocking yarn, and the carding custom work, as stated before, and the manufacturing of hosiery yarn, and some satinet, and in dressing cloth; this is all I think of.

4. Have you recently been into the Parker mill, and taken notice of its condition?

Ans. I was in the mill last winter, and took notice that it was very much out of repair.

5. Did you or not attempt to negotiate for the purchase of the Parker mill, at or about the time you occupied it? Did you or not offer two thousand dollars for said property?

Ans. I did; I think I offered twelve hundred dollars for the property; I did not offer two thousand dollars.

6. Have you or not been employed by the Lake Company at various times to settle with land-owners for damages occasioned by flowing and draining their land?

Ans. I have about Squam lake, and no other place.

Direct Examination Resumed.

14. When you offered the complainant twelve hundred dollars for the complainant's premises, did you make the offer for the premises to use yourself, or for another person?

Ans. For myself and Mr. Busiel; we were together in company.

Int. 15. What do you now consider a fair value of the property?

Note.—This question objected to by Mr. Hibbard, because it does not appear that the witness is competent to give an opinion.

Ans. I should think it might be worth six hundred dollars.

WM. MERRILL.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21, 1858.

Personally appeared, the said William Merrill, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile, and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, William Dockham, of Laconia, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. What is your age, and where do you reside, and what is your occupation?

Ans. My age is sixty-seven years; I reside at Lake village, Laconia. Since 1823, I have tended a saw-mill and grist-mill, and within a year or two, I have attended to farming.

2. When did you first become acquainted with the mills and water power at Lake village?

Ans. In 1815.

3. How much of the time since have you been connected, and in what way, with the mills and water power at Lake village?

Ans. I was there in 1815, 1816, and 1817, and moved there in 1823, and have remained there ever since.

4. What mills were run at Lake village when you first went there, what was the number of dwelling-houses there, and the number of families residing there?

Ans. A grist-mill and a saw-mill on the Laconia side; two dwelling-houses and two families.

5. When did the dry seasons occur?

Ans. They occurred in July, August, and September, and in the fall of the year.

6. If it sometimes happened that you were short of water to run the saw-mill and grist-mill, state at what season of the year this occurred, how often, and how long the short supply of water continued?

Ans. Commonly every season, but less some seasons than at others. The dry times continued three or four week, sometimes five or six weeks perhaps.

7. If you knew it to happen that there was water sufficient to run our mill, and not both, which was stopped?

Ans. The saw-mill; perhaps not every year, but it happened frequently. This was before the Lyford dam was built.

8. How much more water power is there now at Lake village, than when you went there?

Ans. More than four times as much.

9. After you went there, and before the Lyford dam was built, how low was the water in the flume in a dry time?

Ans. About three to three and a half feet.

10. If the present flume sets higher than the old one, state how much higher?

Ans. It does; the bottom of the present flume sets two feet higher than the old flume.

11. What is the height of water in the present flume?

Ans. About seven feet, or over.

12. How often, and how did you repair the old Folsom dam?

Ans. We wheeled gravel and boated it across the pond, and gravelled the dam sometimes twice in a year.

13. How low did the water use to be, in a dry time, at the upper part of the wing-dam next to the bridge? How deep is it there, now?

Ans. One foot, or one and a half feet deep sometimes; now it is eight or nine feet deep in the same place.

Int. 14. When and by whom was the first dam built across the river?

Ans. By Batchelder and Lyford, in 1825 or 1826.

15. How often did they fill said dam, built in 1829?

Ans. They filled it commonly in the spring.

16. If you recollect the drought in 1854, state whether there was then more or less water discharged at Lake village than passed at previous dry times?

Ans. I think there was now.

17. Do you or not know whether Mr. Lyford claimed the right to hold back the water to the height of his dam, built in 1829?

Ans. He claimed that right.

18. If you have had occasion to grind in the mill in the night, state how often, and for what cause?

Ans. From lack of water in dry times. We had a good deal to do, and ground slow, and had to grind nights.

19. How was the water managed in the time of the old Folsom dam? I mean how did you secure water to operate the mill, and avoid having the wing carried away?

Ans. We used to put in boards at night, and take them out in the morning; and in this way I paid my house-rent.

20. How deep was the water at the bridge, above the dam, before the Lyford dam was built?

Ans. It would average two or three feet, in the drought of summer.

21. Where have you tended mill since 1823?

Ans. At Folsom's mill, at Lake village.

22. If, before the dam was built, in 1829, you made any use of the mud-sills of the bridge, to raise the water, state how you did so?

Ans. By boring holes in the sill for pegs, and putting on flash-boards.

23. If, before the excavations, you was up to the Weirs in dry times, state how high the water was?

Ans. There was not much water in dry times. We could cross

the river on rocks on foot, without wetting the feet. This was along in 1815, 1816, and 1817.

Upon cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes answer as follows:

Int. 1. What was the condition of the Lake village dam before the Batchelder and Lyford dam was built? describe it.

Ans. It was built of logs, gravel, and stone, without much substance to it, and very leaky.

2. When was it that you had to grind in the night, as stated by you? was it before or after the erection of the Batchelder and Lyford dam?

Ans. It was before the erection of the Batchelder and Lyford dam.

3. In what way and in whose presence did Mr. Lyford, at or about the time the Batchelder and Lyford dam was built, claim the right to hold back the water to the height of said dam?

Ans. I don't know in what way he made the claim.

4. In how many instances can you recollect of seeing the Batchelder and Lyford dam full, and when?

Ans. About every spring it was full, when the snow was going off and in the times of spring rains.

5. Does your answer to the sixth direct interrogatory refer to a time previous or subsequent to the erection of said dam?

Ans. It refers to a time before the Lyford and Batchelder dam was built.

6. What means have you of stating whether there was more or less water passing at Lake village during the low water in 1854 than in previous dry times?

Ans. I could tell by the water down at the mills.

7. In what instances have you known less water passing there than there was in 1854?

Ans. In the fall of the year, and in the drought of summer in 1814 and 1816, and about that time.

WILLIAM DOCKHAM.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21st, 1858.

Personally appeared the said William Dockham, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken. Before me,

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled two miles, and attended two days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Benjamin J. Cole, of Gilford, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. Where do you reside, and how long have you resided there? and what is your occupation?

Ans. I reside at Lake village, and have resided there for the last thirty years. I am a manufacturer of lumber, carry on an iron foundry, a machine shop, make ploughs and stoves, and keep a store.

2. If you knew the old Folsom dam, will you describe it, and state how the dry seasons affected the water power?

Ans. I was acquainted with the old Folsom dam, which was some three feet lower than the present dam, and a frail, leaky structure.

3. Will you state when the Lyford dam was built, and describe it.

Ans. In 1829, it was built by Mr. Clark, directly across the river, from Gilford to the Meredith shore, and was higher than the old dam by three feet, as Mr. Clark, the builder, told me. I know from my own observation that it flowed more land than the old dam.

4. How does the dam built by the defendants in 1851, compare as to height with the dam of 1829?

Ans. It is about the same height; a portion of the old dam now remains.

5. Will you describe the other improvements in the water power at Lake village, stating as near as you can when such improvements were made?

Ans. It was an improvement to build the new dam, in 1846, and the dam built in 1851 or 1852, was an improvement, because the dam of 1846 was leaky, and the new dam saved the water and secured a uniform head through the season. The wing was carried up higher in 1851, and gave us more head. On the Laconia side the wing was carried up also, and gave more speed and power. The bay has kept fuller of water, and give us a fuller head through the dry part of the season.

6. If you know of excavations made by Stephen C. Lyford, in the river, will you state when it was, and to what extent such excavations were made, and what the effect was upon the water power on the river?

Ans. The excavations at the Weirs were made about 1830, by Mr. Lyford, to enable him to get the first steamboat into the lake, and gave a better passage for rafts from the lake, and were a benefit to the water power when the dam was full. The excavation in connection with the improvement of the dam, about that time, was a benefit to the water power.

Int. 7. If the water power at Lake village has been increased since 1846, to what extent has it been increased?

Ans. I think it has increased a quarter part.

Int. 8. How much more machinery is now run than previous to 1846?

Ans. On both sides of the river from twenty-five to thirty-three per cent.

9. Will you state what effect the increased water power at Lake village, since 1845, has had upon the value of property, and the number of the population there?

Ans. There is more water power used there and more machinery; but previously the whole water power was not used, nor is it now. The population has more than doubled since 1845, and also the business and wealth have more than doubled.

10. If you know of any purchases or sales of real estate, indicating an appreciation of its value, will you state the facts?

Note.—This question was objected to by Mr. Hibbard, complainant's counsel.

Ans. I purchased a piece of land in 1844, in and about the village for $1600, a portion of which I have sold for ten thousand dollars, and have left, what I regard worth $1200.

11. What would be the effect upon the water power at Lake village and mills below, to have a stone dam put across the river at the Weirs, as prayed for in the complainant's bill?

Note.—This question objected to as above.

Ans. The effect would be to stop the navigation of boats and rafts from the lake, and prevent wood, timber, and lumber from going out or in. In my judgment, $20,000 worth of these articles come through there; our village is mainly supplied with fuel from this source. Six or seven horse-boats and two small steamboats are now running over where the excavations were made. The effect upon the water power, by this wall, would be to reduce the value of the water power one-half on the river. I should consider the water power worth double since the excavation at the Weirs, at all points below Lake village, and at Lake village also, provided it was used there, and not drawn off for the benefit of the mills below.

On cross-examination by Mr. Hibbard, complainant's counsel, deponent answers:

Interrogatory 1. You speak, in your last answer, of the effect upon the water power below Lake village, of building the wall prayed for in the complainant's bill, does not this depend upon the times when the water from the lake is drawn off for the use of mills at Lowell? that is, in order to render your answer correct, as to mills at Meredith bridge, must not the water be let down from the lake at times when it is needed at said Meredith bridge?

Ans. That must necessarily follow, for when the drought prevails, it prevails at every point on the river below.

Int. 2. Can you swear that the times when the water has heretofore been drawn from the lake for the use of mills at Lowell, have always, or generally, been when the water would naturally have been at its lowest stage at Meredith bridge?

Ans. It generally has, but I cannot say it has at all times.

3. What buildings now stand upon the land referred to in your answer to the 10th direct interrogatory?

Ans. About thirty-five dwelling-houses, a machine-shop, 40 by 120 feet, two stories, a blacksmith's shop, a block of stores, called the Morgan block, and several other small buildings.

4. Have you any means of stating that the market value of said property would not have been as great if the water power at Lake village had remained after 1846 in about the same condition as it had been for ten or fifteen years before?

Ans. I think the value would have increased, as things were before 1846, but not so much, as we can employ more men now, in consequence of not being delayed by drought. When the water is drawn down now, it does not reduce our head so quick, as we are now supplied with water from the lake. We have now about sixty or seventy square miles of water to draw upon, instead of four miles before.

5. Have, or not, the building of the railroad through Lake village, and the location of the railroad buildings there, and your manufacturing operations, during the past ten years, been the principal cause of the increase of population, and in the value of property there?

Ans. It has been one of the causes; but the water power was the main inducement to locate there.

6. Are you able to swear that the water power, if it had remained as it was for many years prior to 1846, would not have been sufficient for the purposes of the railroad, and your manufacturing operations?

Ans. There would have been water enough, but when the water was drawn off, we should not have had such a head as we now have. Water is drawn off frequently for the benefit of the mills at Meredith bridge and below, when not called for at Lowell, but upon complaint made at Meredith bridge that there was not sufficient water there.

7. You say that you should consider the water power worth double since the excavation at all parts below Lake village; do you mean that you should consider it worth double to the mills at Meredith bridge, as the water has been regulated, or that it would be worth double if regulated for the accommodation of the Meredith bridge mills? If you mean that it would be worth double, as the water has been regulated, do you mean as it has been regulated within one or two years past, or as it has been regulated ever since the excavations in 1847 or 1848?

Ans. In the way it has been regulated. I cannot say how it has accommodated the mills at Meredith bridge, the water being let down

in the dry season, they have had a supply, when formerly they got only what run through the wheels at Lake village, and we, having more head require less water than they do at Meredith bridge, consequently we do not let down so much water through the gates, and the excess of water is drawn through the waste-gates for the benefit of the mills here, Meredith bridge. The water in the bay below our place, which is the pond for the mills here, has been at a more uniform height than formerly. I refer to the way in which the water has been regulated since the settlement in 1852, in forming an opinion as to the increased value of the water power. The simple fact is, that since the settlement, the mills at Meredith bridge have had a more uniform head of water through the twelve months.

Int. 8. Have you any means of knowing that water has ever been let down through the waste-gates at Lake village for the benefit of the mills at Meredith bridge except from conversations you have had with the officers and agent of the Lake Company?

Ans. I have seen the water running there in dry times; I have been asked to notify the company at Lake village, when I have been down here, to let down water, and afterwards to have seen the water running.

9. What notice have you been requested to give the company, as stated in your last answer, and by whom, and when?

Ans. I have been asked by persons owning mills here, by Mr. Melcher, and, I think, by other mill-owners; I recollect Mr. Ranlet has made a like request; they stated to me that they wanted more water; this was the substance of their request; I don't remember any remark about agreements.

10. Did, or not, the defendants draw off an unusual quantity of water in 1854? If so, at what time in the year, and what was the effect upon the water?

Ans. I am not certain as to the time, but should think it was in 1854, when an unusual quantity of water was drawn off in September or October; the effect upon our water power was to give us a lower head; the mills below would suffer from a diminished head, of course.

11. You say, in answer to the first cross-interrogatory, that when the drought prevails here, it prevails on every point of the river below. Is it not a fact within your knowledge that the occasions when the water has been drawn off for the benefit of the Lowell mills, have not at all times been when the water would naturally have been at its lowest stage here?

Ans. There has been one exception, when the water was drawn off in the winter. I don't know but that the water was as low as it was there; it was not a time of drought.

12. What number of cubic feet of water, in your judgment, would naturally pass down the Winnipiseogee river in a second of time, when the water was at its lowest stage here?

Ans. I have no means of knowing; I never was acquainted with measuring water, but should think at the lowest stage of the water, there might be a flow of one hundred and fifty cubic feet per second.

Direct examination resumed.

12. How is your power obtained for driving your machine shop, referred to in your answer to the third cross-interrogatory? Does or not that machine shop give increased value to the surrounding land?

Ans. By a pent stock from the Lake Company's dam; the machine shop gives increased value to the surrounding land.

13. Do you mean to say, in your answer to the sixth cross-interrogatory, that there would have been sufficient water to supply all the mills that are now running on both sides of the river?

Ans. I think there would have been, but the machinery would not run at such speed in a drought.

14. Can you, from your observation and knowledge of the management of the water at Lake village, say whether or not a large part of the water now held in reserve for a dry time is owing to the building of the dam in 1829, the excavation at the Weirs, and the building of the new dam in 1851?

Ans. Yes.

Int. 15. When was the machine, referred to in your answer to the third cross-interrogatory, built?

Ans. In 1853, I think.

B. J. COLE.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21, 1858.

Personally appeared the said Benjamin J. Cole, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled two miles, and attended three days to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Jacob T. Morey, of Northfield, in the county of Merrimac, testify and say, in answer to the following interrogatories:

1. Where do you reside, and how long have you resided there?

Ans. I reside in Northfield, and have resided there eight or nine years.

2. What is your occupation, and where and how long have you pursued it?

Ans. That of a miller, and have pursued it three or four years at Sanbornton bridge.

3. How long have you been acquainted with the water power at Sanborntorn bridge?

Ans. More or less since 1842.

4. If there has been any alteration in the effectiveness of the water power at Sanbornton bridge since you have known it, state when it occurred, and what produced it?

Note.—Objected to by Mr. Hibberd as irrelevant.

Ans. Since the Lake Company have controlled the water, I consider the mill privileges more valuable. In the spring we have less freshets, and in the dry season more water.

5. At what time, if any since 1852, have you suffered from a deficiency of water at Sanbornton bridge, and for how long a period?

Note.—Same objection as in the last question.

Ans. Not any that I know of.

Upon cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes answer to the following interrogatories:

1. What is your age?

Ans. Twenty-eight years.

2. Is your residence in Northfield at Sanbornton bridge village? What knowledge had you of the water power at Sanbornton bridge before you resided there?

Ans. It is in Northfield, but at Sanbornton bridge village. I resided at Franklin before I went to Northfield. My father does business on this stream, operating a factory, at what is called Northfield Factory village.

3. In what mill have you been employed for three or four years past?

Ans. In the mill conveyed by the Lake Company to my father in the Sanbornton bridge village.

J. T. MOREY.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 12th, 1858.

Personally appeared the said Jacob T. Morey, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled ten miles and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Josiah C. Philbrook, of Sanbornton, in the county of Belknap, testify and say, in answer to the following interrogatories:

Int. 1. Where do you reside, and how long have you resided there?

Ans. I reside at Sanbornton, and have resided there since 1827.

Int. 2. What has been your occupation?

Ans. I have operated the mills at Union bridge, in Sanbornton, since then, about five years in the time.

Int. 3. What have been your opportunities of observing the operation of the water power at Union bridge in Sanbornton?

Ans. I have always been acquainted with the mills; have resided near them, and now reside there, and been connected with the water power there. It is about seventeen years since I occupied the upper mills. I now occupy the lower mills.

Int. 4. What has been the condition of the water power at Union bridge since 1846, as compared with previous years?

Ans. I think there the water has been more even, and thereby the power improved.

On cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes answer to the following interrogatories:

1. Do you own the mills at Union bridge, now occupied by you?

Ans. No.

2. Did you own the upper mills when you occupied them, seventeen years ago?

Ans. I owned the whole of them for a short time, previous to 1840, except three days in a month in the saw-mill. In 1840, I sold out.

3. Will you state what mills there are at Union bridge now? What mills have been there within the past twenty years?

Ans. There is an old grist-mill, occupied as a shingle-mill, and a saw-mill on the opposite side, at the upper dam. At the lower dam, is a saw and grist-mill, under one roof. There was a saw-mill near the old grist-mill within twenty years, and a shingle-mill, neither of which are now standing; also, there was a carding and fulling mill, now removed, which stood on a canal.

4. Of whom do you hire the mills you now occupy, and at what rent?

Ans. I hire them of the Lake Company, and pay one hundred

and twenty dollars a year, and keep the mills in repair, and pay the taxes.

5. Is your rent subject to any abatement in case of interruption on account of low water?

Ans. No, unless they stop the water to make repairs.

6. Do you know what has been the annual rent or income of said property during former years?

Ans. I cannot tell you.

7. Is not Sanbornton bay the head from which the mills at Union bridge draw water? Is or not said bay a sheet of water containing some twenty square miles? If not so much, about how much?

Ans. We draw the water from Sanbornton bay for the mills at Union bridge. The bay contains ten or twelve square miles, I think.

8. Has not the water in said bay been kept higher since 1846 than before? If so, how much higher?

Ans. It has been kept no higher, except in the summer. In the spring and fall it has been no higher.

JOSIAH C. PHILBROOK.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 21, 1858.

Personally appeared the said Josiah C. Philbrook, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled five miles and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Charles Lane, of Gilford, in the county of Belknap, testify and say in answer to the following interrogatories:

Int. 1. Where do you reside, and how long have you resided there?

Ans. I reside at Meredith bridge village, and have resided here seventeen years.

Int. 2. What is your present occupation?

Ans. Manufacturing.

Int. 3. State whether you are or are not a lessee of a mill and

water power, for manufacturing purposes, in the village at Meredith bridge?

Ans. I am, with others, lessee of two buildings.

Int. 4. From whence do you draw the water to operate your mills?

Ans. The Avery dam,—the same from which the complainant draws his water.

Int. 5. What effect have the recent improvements on the river, in connection with the settlement of the defendants, in 1852, with the mill-owners at Meredith bridge, had upon the water and mill privileges there.

Note.—This question objected to by Mr. Hibbard, because the witness is not competent to express an opinion.

Ans. I suppose the settlement improved the water power at Meredith bridge considerably. I had an opinion then, and expressed it at the time, that the water power was improved twenty-five per cent., and I still remain of that opinion.

6. State whether you have or not read the prayer of the complainant, John A. Parker, in his bill for relief in this suit?

Ans. I have read it.

7. What would be the effect upon the water power and mill privileges at Meredith bridge of granting the complainant's prayer?

Note.—Complainant objects to this question, for same reason as stated to the fifth interrogatory.

Ans. The effect would, I think, be very injurious. I mean the dam at the Weirs. It would change a uniform supply of water to a variable supply of water, according to the seasons.

Int. 8. As a lessee of water-power at Meredith bridge, are you ready to assent to a decree being made by the court in accordance with the complainant's prayer?

Note.—This question is objected to as irrelevant.

Ans. I should not consent.

Upon cross-examination by Mr. Hibbard, counsel for complainant, the deponent answers the following interrogatories:

1. How long have you been engaged in manufacturing?

Ans. From two to three years.

2. Are you personally employed in carrying on any mill, or running machinery therein, or do others run the mills in which you are interested, without you having anything to do with the management of the water power?

Ans. The persons with whom I am associated have the general management of the water power. I am not concerned in running the mills personally. I am not a practical manufacturer.

3. Who are the other persons with whom you are interested as lessee?

Ans. William Busiel in one mill, and James Cunningham in the other.

4. What knowledge had you of the water power at Meredith bridge prior to 1846?

Ans. I had only a general acquaintance of the water here, until within two or three years.

CHARLES LANE.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 22, 1858.

Personally appeared the said Charles Lane, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify that said deponent travelled one mile and attended one day to give this deposition.

J. A. RICHARDSON,
Commissioner.

I, Ezekiel A. Straw, of Manchester, in the county of Hillsborough, and State of New Hampshire, testify and say in answer to the following interrogatories:

Int. 1. Where do you reside; and how long have you resided there?

Ans. I reside in Manchester, and have resided there a little more than twenty years.

2. What is your profession?

Ans. Civil engineer.

3. What is your business at Manchester?

Ans. I am general agent of the Amoskeag Manufacturing Company, which owns the water power on the Merrimack river, at Manchester, and it is and has been my business for several years to look after the management of the water power, of which I have the sole charge.

4. State what opportunities your business has afforded you to compare the usual state of the water at Lowell with the water at Manchester?

Ans. I have had a good opportunity of knowing the state of the water at Lowell, from the fact of having lived there before I went to Manchester, and from the frequent opportunities I have of hearing from there.

5. At which place is the drought usually felt first?

Ans. I should say at Manchester, ordinarily, from the fact that at Lowell they have a better pond or basin to retain the water, which would otherwise waste at night. At Lowell they have also a supply from Nashua river, Sauhegan river, Piscataquog river, and Stony brook, and on the easterly side from the Cohas brook and Beaver brook.

6. State whether you are acquainted with the general improvements made by the Lake Company at the outlet of the lake and in the river, and the general purposes of such improvements, and the general manner in which the water is controlled at Lake village?

Ans. I have such general knowledge.

7. What, in your judgment, would be the tendency of such improvements and management upon the water power and mill privileges upon Winnipiseogee river?

Note.—This question is objected to by Mr. Hibbard, counsel for complainant, because it does not appear that the witness has a sufficient knowledge of the facts to form a correct judgment.

Ans. As I understand them, it would render them more valuable.

8. Will you examine the complainant's bill in this suit, and read his prayer for relief, and then say what, in your judgment, would be the effect upon the mill privileges on the river of the solid stone wall across the river, as prayed for?

Note.—Same objection to this question as to the last.

Ans. The effect would be to make the mill privileges natural instead of artificial, which are much the best. As I understand the operations of the Lake Company, they are for the purpose of retaining the water back in the wet season, to use it in the dry; and the object would be defeated by having a solid structure across the outlet of the lake, and would be an injury to the water power.

9. Have the improvements of the defendants had any effect upon the water power at Manchester? If yea, what is the effect?

Note.—Same objection to this question as to the two last.

Ans. We consider they have had a beneficial effect.

Upon cross-examination by Mr. Hibbard, counsel for complainant, the deponent makes the following answers:

1. What other sources are there which supply the water which flows in the Merrimac river at Manchester and Lowell, except what flows from the Winnipiseogee river into the Merrimac, at Franklin?

Ans. Those I have named are all below the falls at Manchester; above Manchester, we have the Lemcook, the Soucook, the Contoocook, and the Pemigewassett branch of the Merrimack, and Turkey river, besides sundry brooks which run in above Manchester.

2. In your answers to the 7th and 8th direct interrogatories, do you base your judgment upon what you know to have been the actual

management of the water by the Lake Company, and its actual effect upon the water power on the Winnipiseogee river, or do you only mean to express an opinion that the improvements made by the Lake Company enable them to make the water power on the Winnipiseoge better?

Ans. My judgment is based on my knowledge of the use of the water, and not from what I know of its effects upon the Winnipiseogee river, except upon general principles?

3. Have you any actual knowledge of the use of the water by the Lake Company, except what you derive from your observations upon the state of the water, at different times, at Manchester?

Ans. None.

4. Has or not the Lake Company other dams and reservoirs in New Hampshire, for holding back water which flows into the Merrimack, besides those upon the Winnipiseogee river? If so, where?

Ans. They have on the Pemigewassett branch, I think, both at Newfound lake and Squam lake.

5. Can you form any opinion as to what proportion of the whole water at Merrimac river, at Lowell, taking a whole year together, is supplied from Winnipiseogee? State according to your best judgment.

Ans. I cannot state with accuracy, but should think it from one-quarter to one-third.

Direct Examination resumed by Mr. Whipple, for Defendants.

Int. 10. Has the term "horse power," as used in mechanics, a technical meaning; if so, what?

Ans. It has a technical meaning; it is considered equivalent to 33,000 pounds raised one foot high in one minute, or, which is the same thing, 550 pounds raised one foot high in one second.

11. Have you read the answer of Alvah Tucker, to interrogatory 15, in his first deposition; if so, what, in your judgment, would be the horse power required to operate the hammer, grindstone, and bellows, there described?

Ans. I have read the answer referred to, and should say the power required could not exceed three horse power.

12. What number of cubic feet of water, per second, is equal to the three-horse powers above named by you, under a head and fall of six feet.

Ans. Four feet and forty-three hundredths, provided the whole power of the water under that fall is utilized.

13. How many cubic feet would be required, taking the available effect, as stated by Alvah Tucker, in his said deposition, in answer to interrogatory 29?

Ans. According to his estimate of the useful effect of the water

on the old wheels, it would require, under a fall of six feet, thirteen and twenty-nine one hundredths cubic feet per second.

14. Please state whether the velocities of discharge from the gates of the flumes, mentioned by Alvah Tucker, in his said deposition, in answer to interrogatory 21, are correct; and if so, whether the quantity of water would be drawn from those gates, which is estimated by said Tucker, in said deposition, in answer to interrogatory twenty-eight?

Ans. I should think the velocities of discharge, as estimated by him, were nearly correct, but that the quantity of water discharged from those gates must be at least one-third less than what he reckons it, and that, too, without allowing anything for the obstruction that would be caused by the wheels.

Cross-examination Resumed.

Int. 6. Will you state in what way you arrive at the result stated in your answer to the eleventh direct interrogatory?

Ans. From the knowledge I have of the power required to drive similar machinery, when I know the power it requires.

Int. 7. Have you any knowledge of the amount of power which is actually required to operate any trip-hammer, similar in all respects to the one described in Mr. Tucker's answer to said fifteenth interrogatory?

Ans. In 1839, we built a trip-hammer at Manchester of similar character, in its general features, to the hammer described by Mr. Tucker, which was run some twelve years. The power required to drive our hammer, which was a little heavier, weighing some seventy pounds, was always reckoned at about a one-horse power. We have some thirty grindstones running at Manchester, similar in character, and the amount of power required depends upon the velocity. Supposing a stone to run at its highest practical velocity, a one-horse power would be a very high estimate.

Int. 8. Is the description of said trip-hammer, given by Mr. Tucker in said answer, sufficiently full to enable you to decide, accurately, as to the amount of power required to operate it?

Ans. The description of the machinery is sufficient, if we suppose it to be used as a similar machine would be used at the present time; that is, in regard to the number of blows which would be struck and the lift of the hammer.

Direct Examination resumed by Mr. Whipple.

Int. 15. What, if any, would be the percentage of increased power, to be derived from adding eight inches to a mill privilege, as ordinarily used, having seven feet head and fall?

Ans. A little over eleven per cent. of increased power from the use of a given quantity of water.

Int. 16. Will you answer the same question relative to a privilege having six feet head and full?

Ans. There the percentage of increase would be a little over thirteen per cent.

Int. 17. Are your last two answers based upon estimation, or upon actual knowledge of such effect?

Ans. From actual knowledge and calculation.

E. A. STRAW.

District of New Hampshire, Belknap County, *ss.*

LACONIA, July 22d, 1858.

Personally appeared the said Ezekiel A. Straw, and made oath that the foregoing deposition, by him subscribed, contains the truth, the whole truth, and nothing but the truth, relative to the cause for which it was taken.

Before me,

J. A. RICHARDSON,
Commissioner.

I also certify, that said deponent travelled forty miles, and attended two days, to give this deposition.

J. A. RICHARDSON,
Commissioner.

The United States Circuit Court, New Hampshire, *ss.*

May Term, 1858. In Chancery.

JOHN A. PARKER
against
THE WINNIPISEOGEE LAKE CO. and W. MAN'G CO.

It is agreed by and between the parties at the hearing of the above-entitled suit, that either party may read such parts, or the whole, of the following named copies upon the schedule hereto annexed as they may think proper, in the same way and with the same effect as if they were original exhibits and duly proved.

It is also agreed, that the statements of the considerations of deeds contained in the papers numbered 40, 41, 49, 50, and 51, are as the consideration appears upon the records from which said statements were taken.

HACKETT & WHIPPLE,
For Defendants.
E. A. HIBBARD,
For Plaintiff.

1. Deed; Stephen Perley to Daniel Tucker, dated February 27, 1808.

2. Deed; Daniel Tucker to Francis W. Boynton, dated April 14, 1832.

3. Bond for deed; Francis W. Boynton to Asa T. Parker, dated November 14, 1833.

4. Deed; Francis W. Boynton to Asa T. Parker, dated October 29, 1834.

5. Deed; Asa T. Parker to John A. Parker, dated October 29, 1834.

6. John A. Parker to Benj. Parker, dated November 14, 1839.

7. Deed; Benjamin Parker to Katherine J. Parker, dated October 20, 1854.

8. Deed; John A. Parker and wife to Benj. Parker, dated June 4, 1855.

9. Deed; Benjamin Parker to John A. Parker, dated June 8, 1855.

10. Deed; Stephen Perley to Samuel H. Bean & al., dated May 20, 1811.

11. Deed; Stephen Perley to Meredith Cotton and Woollen Factory, dated March 12, 1813.

12. Deed; Stephen Perley to John Chase, dated January 27, 1816.

13. Deed; Stephen Perley to Francis W. Boynton & al., dated March 31, 1817.

14. Mort. deed; Samuel H. Bean to Rebecca Bean, dated April 3, 1834.

15. Deputy sheriff's deed; Dudley Smith to Alvah Tucker, dated December 8, 1836.

16. Deed; Alvah Tucker to James P. Morrison, dated December 16, 1836.

17. Deed; Rebecca Bean to James P. Morrison, dated December 6, 1838.

18. Deed; James P. Morrison to Alexander Beaman, dated March 28, 1846.

19. Deed; Alexander Beaman to Belknap Manufacturing Company, dated December 3, 1846.

20. Mort. deed; Avery Factory Company to Winnipiseogee Bank, dated March 8, 1834.

21. Foreclosure mort.; Avery Factory Company to Winnipiseogee Bank, dated , 1842.

22. Deed; Winnipiseogee Bank to Belknap Manufacturing Company, dated March 18, 1846.

23. Deed; John Chase to Simeon Chase, dated June 15, 1829.

24. Deed; Simeon Chase to Nathan Bayley, dated June , 1833.

25. Deed; Nathan Bayley to Strafford Cotton Mill Company, dated November 2, 1833.

26. Deed; Eliza P. Cheney, administratrix, to Andrew Steele, dated March 21, 1831.

27. Deed; Andrew Steele to Simeon Chase & als., dated January 16, 1832.

28. Daniel Burnham to Alexander Beaman & al., dated June 4, 1832.

29. Deed; Simeon Chase to Stephen Moody, dated September 18, 1832.

30. Deed; Alex. Beaman & als. to Aquadochton Cotton Mill Company, dated February 18, 1833.

31. Deed; Aquedochton Cotton Mill Company to Strafford Cotton Mill , dated January 21, 1834.

32. Act to change the name of Strafford Cotton Mill Company to the Belknap Manufacturing Company, approved December 15, 1842.

33. Deed; Belknap Manufacturing Company to Joshua C. Dodge & al., dated February 15, 1853.

34. Deed; Joshua C. Dodge & al. to John W. Busiel, dated February 23, 1853.

35. Mort. deed; Belknap Manufacturing Company to M. B. Savings Bank, dated September 14, 1853.

36. Mort. deed; Belknap Manufacturing Company to Thos. Eastman, dated September 14, 1853.

37. Writ. ex'on; Thos. Eastman *v.* Belknap Manufacturing Company, dated November 16, 1855. Returnable February term, 1856.

38. Bond; Thos. Eastman to Holmes Ammidown , dated December 1, 1856.

39. Deed; John Nesmith to W. L. C. and W. M. Co., dated September 8, 1846.

40. Certificate of James Fellows as to John Nesmith's deed.

41. Certificate of Nathaniel Edgerly as to John Nesmith's deed, dated July 6, 1828.

42. Deed; John Nesmith to W. L. C. and W. M. Co., dated November 20, 1846.

43. Deed; W. L. C. and W. M. Co. to John Nesmith & als., dated November 29, 1851.

44. Deed; Kendall O. Peabody to W. L. C. and W. M. Co., dated November 29, 1851.

45. Deed; W. L. C. and W. M. Co. to Masa H. Marcy, dated June 3, 1853.

46. Lease; W. L. C. and W. M. Co. to Jeremiah Thorn, dated April 12, 1847, for ten years.

47. Lease; W. L. C. and W. M. Co. to Ebenezer M. Hall, dated May 26, 1852, for ten years, &c.

48. Agreement; Daniel K. Smith, with W. L. C. and W. M. Co., dated January 24, 1852.

49. Statement of consideration to conveyances to Lake Company, in Belknap county.

50. Statement of consideration to conveyances from Lake Company, in Belknap county.

2. Deed; Daniel Tucker to Francis W. Boynton, dated April 14, 1832.

3. Bond for deed; Francis W. Boynton to Asa T. Parker, dated November 14, 1833.

4. Deed; Francis W. Boynton to Asa T. Parker, dated October 29, 1834.

5. Deed; Asa T. Parker to John A. Parker, dated October 29, 1834.

6. John A. Parker to Benj. Parker, dated November 14, 1839.

7. Deed; Benjamin Parker to Katherine J. Parker, dated October 20, 1854.

8. Deed; John A. Parker and wife to Benj. Parker, dated June 4, 1855.

9. Deed; Benjamin Parker to John A. Parker, dated June 8, 1855.

10. Deed; Stephen Perley to Samuel H. Bean & al., dated May 20, 1811.

11. Deed; Stephen Perley to Meredith Cotton and Woollen Factory, dated March 12, 1813.

12. Deed; Stephen Perley to John Chase, dated January 27, 1816.

13. Deed; Stephen Perley to Francis W. Boynton & al., dated March 31, 1817.

14. Mort. deed; Samuel H. Bean to Rebecca Bean, dated April 3, 1834.

15. Deputy sheriff's deed; Dudley Smith to Alvah Tucker, dated December 8, 1836.

16. Deed; Alvah Tucker to James P. Morrison, dated December 16, 1836.

17. Deed; Rebecca Bean to James P. Morrison, dated December 6, 1838.

18. Deed; James P. Morrison to Alexander Beaman, dated March 28, 1846.

19. Deed; Alexander Beaman to Belknap Manufacturing Company, dated December 3, 1846.

20. Mort. deed; Avery Factory Company to Winnipiseogee Bank, dated March 8, 1834.

21. Foreclosure mort.; Avery Factory Company to Winnipiseogee Bank, dated , 1842.

22. Deed; Winnipiseogee Bank to Belknap Manufacturing Company, dated March 18, 1846.

23. Deed; John Chase to Simeon Chase, dated June 15, 1829.

24. Deed; Simeon Chase to Nathan Bayley, dated June , 1833.

25. Deed; Nathan Bayley to Strafford Cotton Mill Company, dated November 2, 1833.

26. Deed; Eliza P. Cheney, administratrix, to Andrew Steele, dated March 21, 1831.

27. Deed; Andrew Steele to Simeon Chase & als., dated January 16, 1832.

28. Daniel Burnham to Alexander Beaman & al., dated June 4, 1832.

29. Deed; Simeon Chase to Stephen Moody, dated September 18, 1832.

30. Deed; Alex. Beaman & als. to Aquadochton Cotton Mill Company, dated February 18, 1833.

31. Deed; Aquedochton Cotton Mill Company to Strafford Cotton Mill , dated January 21, 1834.

32. Act to change the name of Strafford Cotton Mill Company to the Belknap Manufacturing Company, approved December 15, 1842.

33. Deed; Belknap Manufacturing Company to Joshua C. Dodge & al., dated February 15, 1853.

34. Deed; Joshua C. Dodge & al. to John W. Busiel, dated February 23, 1853.

35. Mort. deed; Belknap Manufacturing Company to M. B. Savings Bank, dated September 14, 1853.

36. Mort. deed; Belknap Manufacturing Company to Thos. Eastman, dated September 14, 1853.

37. Writ. ex'on; Thos. Eastman *v.* Belknap Manufacturing Company, dated November 16, 1855. Returnable February term, 1856.

38. Bond; Thos. Eastman to Holmes Ammidown , dated December 1, 1856.

39. Deed; John Nesmith to W. L. C. and W. M. Co., dated September 8, 1846.

40. Certificate of James Fellows as to John Nesmith's deed.

41. Certificate of Nathaniel Edgerly as to John Nesmith's deed, dated July 6, 1828.

42. Deed; John Nesmith to W. L. C. and W. M. Co., dated November 20, 1846.

43. Deed; W. L. C. and W. M. Co. to John Nesmith & als., dated November 29, 1851.

44. Deed; Kendall O. Peabody to W. L. C. and W. M. Co., dated November 29, 1851.

45. Deed; W. L. C. and W. M. Co. to Masa H. Marcy, dated June 3, 1853.

46. Lease; W. L. C. and W. M. Co. to Jeremiah Thorn, dated April 12, 1847, for ten years.

47. Lease; W. L. C. and W. M. Co. to Ebenezer M. Hall, dated May 26, 1852, for ten years, &c.

48. Agreement; Daniel K. Smith, with W. L. C. and W. M. Co., dated January 24, 1852.

49. Statement of consideration to conveyances to Lake Company, in Belknap county.

50. Statement of consideration to conveyances from Lake Company, in Belknap county.

51. Statement of consideration to conveyances in Merrimac county.

1. Deed; Stephen Perley to Daniel Tucker.

Know all men by these presents, that I, Stephen Perley, of Meredith, in the county of Strafford and State of New Hampshire, esquire, for and in consideration of the sum of eight hundred dollars, to me in hand before delivery hereof, well and truly paid by Daniel Tucker, of said Meredith, blacksmith, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Daniel Tucker, his heirs and assigns, forever, the blacksmith's shop standing on Winnipiseogee river, in said Meredith, and near Meredith bridge, and the land on which said shop stands, and the following described land adjoining the same, viz.: Beginning at a post spotted, which stands in the fence nine feet westerly of the coal-house belonging to said shop; thence running southeasterly till it comes within three feet of a post spotted, in Jonathan and Dudley Ladd's fence; thence running parallel with said Ladd's fence to the river, reserving to said Perley the said width of three feet from his land to the river; said Tucker to have all the land between said line, which is three feet from Ladd's fence, and the road which leads to the bridge adjoining said shop. The said Tucker is also to have all the stock and tools which are now in said shop, and the privilege of drawing water from the dam above said shop sufficient to carry wheels for a trip-hammer and a grindstone, and also bellows wheels. Also, one half acre of land, situate in said Meredith, and near to the blacksmith's shop aforesaid, bounded as follows, to wit: Beginning at the southwesterly corner of land owned together by said Perley and Samuel H. Bean, thence running westerly seven rods on the road towards said Perley's store; thence running northerly, carrying said width of seven rods so far as to contain said half acre. The side lines are to extend in such a direction that the easterly line shall strike the easterly end of the necessary which now stands on land owned by said Perley and Bean. The aforesaid premises I hereby convey to said Tucker, together with the house and barn standing on said half acre of land, which house is now occupied and improved by Nathaniel Folsom, to have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him the said Daniel Tucker, his heirs and assigns, to his and their only proper use and benefit, forever. And I, the said Stephen Perley, my heirs, executors, and administrators, do hereby covenant, grant, and agree, to and with the said Daniel Tucker, his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and

convey the same in manner aforesaid; that the said premises are free and clear of all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators shall and will warrant the same to him the said Daniel Tucker, his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof I have hereunto set my hand and seal, this twenty-seventh day of February, in the year of our Lord one thousand eight hundred and eight. And I, Mehitable Perley, wife of the said Stephen Perley, do hereby release my right of dower in the premises.

STEPHEN PERLEY. [SEAL.]
MEHITABLE PERLEY. [SEAL.]

Signed, sealed and delivered
in presence of us,
JOHN PERKINS,
JOHN A. HARPER.

Strafford, *ss.* State of New Hampshire,

February 27, 1808.

Personally appearing Stephen Perley above signing, acknowledged the above instrument to be his voluntary act and deed.

Before me,
JOHN A. HARPER,
Jus. Peace.

Received March 7th, 1808.
Examined by
JONAS C. MARCH,
Register.

Strafford County Records, Book 57, page 183.
Copy examined by
E. WADLEIGH,
Register.

2. Deed. Daniel Tucker to F. W. Boynton.

Know all men by these presents, that I, Daniel Tucker, of Meredith, in the county of Strafford, and State of New Hampshire, Esquire, for and in consideration of the sum of two thousand dollars, to me in hand, before the delivery hereof, well and truly paid, by Francis W. Boynton, of Gilford, in said county, tanner, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto the said Francis W. Boynton, his heirs and assigns, forever, the brick blacksmith shop, standing on the Winnipiseogee river, near the Avery factory at Meredith bridge so called, with the water privilege appertaining thereto, which privilege was conveyed to me by Stephen Perley, by his deed, bearing date the 27th day of

February, A. D. 1808, and recorded on the Strafford Records, lib. 57, fol. 183, and for the extent and limits of which reference is thereto made, together with the wheels and other fixtures now attached to and used in said shop, except the trip-hammer and iron attached thereto, the grindstones and iron shafts connected therewith, and the turning lathe. Also the following described tract of land on which said shop stands, to wit: Beginning on the southerly side of the road leading from the dwelling-house of Stephen Perley, to the bridge adjoining said shop at the northeasterly corner of land owned by the Avery Factory Company, thence running southerly and easterly by said lands of said company to the river, thence northerly by the river to said road, thence westerly by said road to the place of beginning, to have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him the said Francis W. Boynton and his heirs and assigns, to his and their only proper use and benefit forever. And I, the said Daniel Tucker, for myself and my heirs, executors, and administrators, do hereby covenant, grant, and agree to, and with the said Francis W. Boynton and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators shall and will warrant and defend the same to the said Francis W. Boynton, and his heirs and assigns, against the lawful. claims and demands of any persons or persons whomsoever.

And I, Hannah Tucker, wife of said Daniel, hereby relinquish to said Boynton my right of dower in the above granted-premises. In witness whereof, I have hereunto set my hand and seal, this fourteenth day of April, in the year of our Lord one thousand eight hundred and thirty-two.

DANIEL TUCKER. [SEAL.]
HANNAH TUCKER. [SEAL.]

Signed, sealed, and delivered
in presence of us,
GEO. Y. SAWYER,
S. C. LYFORD.

State of New Hampshire, Strafford, *ss.*

1832, April 16th.

Personally appearing the above-named Daniel Tucker, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
S. C. LYFORD,
Jus. Peace.

Received November 4th, 1831.
Examined by

G. L. WHITEHOUSE,
Recorder.

Strafford County Records, Book 162, page 145.
Copy examined by

E. WADLEIGH,
Register.

3. Bond for Deed. F. W. Boynton to Asa T. Parker.

Know all men by these presents, that whereas Francis W. Boynton of Meredith in the county of Strafford and State of New Hampshire, tanner, in and by his bond or obligation, bearing date the eighteenth day of August, in the year of our Lord one thousand eight hundred and thirty-two, stands firmly bound unto me, Asa T. Parker, of the same Meredith, yeoman, my certain attorney, executors, administrators, or assigns, in the penal sum of two thousand dollars, conditioned for the true payment of nine hundred dollars, with interest for the same, at or before the first day of November, one thousand eight hundred and thirty-four, as by the said bond or obligation, and the condition thereof (a copy of which is hereunto annexed) may more fully appear. Now I, the said Asa T. Parker, for and in consideration of the sum of eleven hundred seventy-one dollars and nineteen cents, to me in hand well and truly paid by John A. Parker of the city of New York, merchant, at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, the said recited bond or obligation, and all my right, title, and interest in and to the same. And I do hereby make, constitute, and appoint the said John A. Parker, his executors and administrators, my true and lawful attorneys irrevocable, for me and in my name, and in the name or names of my executors and administrators, but for the sole and proper use and benefit of the said John A. Parker, his executors, administrators, and assigns, to ask, demand, and receive of the said Francis W. Boynton, his heirs, executors, and administrators, a deed as specified in said bond, and to sue for, recover, and receive the same, and on receiving said deed to deliver up and cancel said bond, and give sufficient releases and discharges thereof, and one or more attorney or attorneys under him to constitute; and whatever the said John A. Parker or his attorney shall lawfully do in the premises, the said Asa T. Parker doth hereby ratify, confirm, and allow.

And the said Asa T. Parker doth covenant, promise, and agree with the said John A. Parker, that the said Asa T. Parker hath not received nor will receive the deed specified in said bond, and that he

hath not discharged nor released the same, nor will he discharge nor release the same, nor any part thereof, nor any action, suit, judgment, or execution thereupon, or for the same or any part thereof, to be had, brought, prosecuted, or obtained, without the special license and consent of the said John A. Parker, his executors, or administrators, thereunto first had and obtained in writing, or the rule, order, or decree of some court of law or equity, but will own and allow of all lawful proceedings for the recovery thereof, he, the said John A. Parker and his certain attorney, executors, and administrators, saving me, the said Asa T. Parker, and my executors and administrators, of and from any costs, charges, and damages that may happen to me thereby.

In witness whereof I have hereunto set my hand and seal, this fourteenth day of November, A.D. 1833.

ASA T. PARKER. [SEAL.]

Signed, sealed, and delivered
in presence of
ISAAC M. PARKER,
JOHN M. KENT.

Know all men by these presents, that I, Francis W. Boynton of Meredith in county of Strafford and State of New Hampshire, tanner, am held and firmly bound unto Asa T. Parker of the same Meredith, yeoman, in the sum of two thousand dollars, to be paid to the said Parker, his certain attorney, executors, administrators, and assigns, to which payment well and truly to be made, I bind myself, my heirs, executors, administrators, firmly by these presents, sealed with my seal, and dated this eighteenth day of August, Anno Domini eighteen hundred and thirty-two. The condition of the foregoing obligation is such, that if the said Boynton, his heirs and assigns, shall convey and assure to the said Parker, his heirs and assigns, forever, a certain parcel of land, with the shop standing thereon, and the water privilege connected therewith, being part of the tenement and privilege situated in the village at Meredith bridge, recently occupied by Daniel Tucker, Esq., as a blacksmith's shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the building, formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a line drawn as follows (to wit), commencing at said point in said brick wall, and running southerly along the westerly side of said back shop to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning to the south and running in a direction parallel to the westerly side of said back shop to said land

of said Avery Factory Company, and which said water privilege is to be the right to draw and use the one-half of the water from the floom connected with the premises, and shall also convey and assure to the said Parker so much of the chamber or second story of the building which said Boynton is now erecting on the walls of said trip-hammer shop as lies easterly of the following described lines (to wit), beginning at a point in the northerly wall of the building about six feet from the northeasterly corner of the building where the middle of the beam intersects the plate, thence running southerly along the middle of said beam, parallel to the easterly side of the building to the northerly edge of the old floor boards as they now lie, which have not been removed by said Boynton, then turning and running in a southwesterly direction on a right line towards the northeasterly corner of the chimney till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line, then turning to the south and running along said line thus produced to the said back shop, that is to say, if the said Boynton, his heirs and assigns, shall convey and assure to the said Parker, his heirs and assigns, the above-described parcel of land (the said Boynton reserving, however, to himself, a passage over said land for the water from his flume to pass off as it now does) with the building standing thereon, and the wheel, drums, and other fixtures belonging thereto, and which were transferred by said Tucker to said Boynton at the conveyance of the premises to said Boynton, the said Boynton also reserving the right of discharging his leached bark into the race-way under said building, and shall also convey and assure to the said Parker, his heirs and assigns, the right to draw and use from said flume the one-half of water which said Boynton is authorized to draw and use by virtue of said Tucker's conveyance, and shall also convey and assure to the said Parker, his heirs and assigns, so much of said chamber or second story as is above described, so that said Parker, his heirs and assigns, may pass and repass freely and without interruption from said Boynton, his heirs, executors, administrators, and assigns, from the highway into the said back shop, by a good and sufficient deed of conveyance, in common form, to be by him, said Boynton, executed and acknowledged on demand, provided the said Parker, his heirs and assigns, shall first pay to the said Boynton, his heirs, executors, administrators, or assigns, the amount of three promissory notes, according to their tenor, all of even date with the date hereof, made payable to said Boynton or order, and signed by said Asa T. Parker and Isaac M. Parker, one of which notes is for one hundred dollars, payable in six months and interest, another of said notes is for three hundred and fifty dollars, payable on the first day of November, A.D. 1833, with interest to be paid on the first day of July next, and thereafterwards annually, and the third of said notes is for three hundred and fifty dollars, payable on the first day of November, A.D.

1834, with interest to be paid on the first day of July next, and thereafterwards annually, and if also the said Boynton, his heirs and assigns, shall suffer and permit the said Parker, his heirs and assigns, to enter into, possess, use, and enjoy the said parcel of land, and building, and privilege, and to take and receive the rents, issues, and profits of the premises, with all the privileges and appurtenances thereto belonging, which the said Boynton is to convey and assure to the said Parker as above mentioned until such conveyance shall be executed, or until said Parker shall make default in the payment of said notes or either of them, according to the tenor of said notes, then the foregoing obligation is to be void, otherwise to remain in full force.

F. W. BOYNTON. [L. S.]

Signed, sealed, and delivered
in presence of
GEO. Y. SAWYER.

The foregoing is a correct copy of the original bond.

4. Deed. F. W. Boynton to Asa T. Parker.

Know all men by these presents, that I, Francis W. Boynton, of Meredith, in the county of Strafford and State of New Hampshire, tanner, for and in consideration of the sum of nine hundred dollars, to me in hand, before the delivery hereof, well and truly paid, by Asa T. Parker, of the same Meredith, yeoman, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents, do give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto the said Asa T. Parker, his heirs and assigns, forever, a certain parcel of land, with the shop standing thereon, and the water privilege connected therewith, being part of the tenements and privilege situated in the village at Meredith bridge, recently occupied by Daniel Tucker, Esq., as a blacksmith shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the buildings formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a *by a* line drawn as follows, to wit: Commencing at said point in said brick wall, and running southerly along the westerly side of said back shop to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning to the south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company, and which said water privilege is to be the right to draw and use the one-half of the water from the

flume connected with the premises, together with so much of the chamber or second story of a building erected on the walls of said trip-hammer shop, as lies easterly of the following described line, to wit: Beginning at a point in the northerly wall of the building, six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building fourteen feet eight and a half inches, then turning and running in a southwesterly direction on a right line towards the northeasterly corner of the chimney, till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line, then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passway or chamber above described as it now is, reserving a passage over said land for the water from said Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark into the race-way under said building into the river.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him, the said Asa T. Parker, and his heirs and assigns, to his and their only proper use and benefit forever. And I, the said Francis W. Boynton, and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said Asa T. Parker, and his heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and am seised and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that I and my heirs, executors, and administrators, shall and will warrant and defend the same to the said Asa T. Parker, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Mary Boynton, wife of the said Francis W. Boynton, in consideration aforesaid, do hereby relinquish my right of dower in the before mentioned premises.

In witness whereof we have hereunto set our hands and seals, this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and thirty-four.

F. W. BOYNTON. [SEAL.]
MARY BOYNTON. [SEAL.]

Signed, sealed, and delivered
in presence of us,
DANIEL TUCKER,
BENJAMIN PARKER.

State of New Hampshire, Strafford, *ss.*

October 29th, 1834.

Personally appearing, the above-named Francis W. Boynton, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

DANIEL TUCKER,
Justice of the Peace.

Received, November 19, 1834.
Examined by

G. L. WHITEHOUSE,
Recorder.

Copy examined by

E. WADLEIGH,
Register.

Strafford County Records, Book 162, page 148.

5. Deed. Asa T. Parker to John A. Parker.

Know all men by these presents, that I, Asa T. Parker, of Meredith, in the county of Strafford, and State of New Hampshire, for and in consideration of the sum of nine hundred dollars, to me in hand before the delivery hereof well and truly paid by John A. Parker, of the city and county of New York, and State of New York, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said John A. Parker, his heirs and assigns, forever, a certain parcel of land, with the shop standing thereon, and the water privilege connected therewith, being part of the tenement and privilege situated in the village at Meredith bridge, recently occupied by Daniel Tucker, Esq., as a blacksmith shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the building formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a line drawn as follows, to wit: Commencing at said point in said brick wall and running southerly along the westerly side of said back shop to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning to the south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company, and which said water privilege is to be the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the

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chamber or second story of building erected on the walls of said trip-hammer shop as lies easterly of the following described line, to wit: Beginning at a point in the northerly wall of the building six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building fourteen feet eight and a half inches, then turning and running in a southwesterly direction on a right line towards the northeasterly corner of the chimney, till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line, then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passway or chamber above described as it now is, reserving a passage over said land for the water from Francis W. Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark into the raceway under said building into the river. To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him, the said John A. Parker, and his heirs and assigns, to his and their only proper use and benefit, forever. And I, the said Asa T. Parker, and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said John A. Parker, and his heirs and assigns, that, until the delivery hereof, I am the lawful owner of the said premises, and am seised and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear of all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators shall and will warrant and defend the same to the said John A. Parker, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof I have hereunto set my hand and seal, this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and thirty-four.

ASA T. PARKER. [SEAL.]

Signed, sealed, and delivered
in presence of us.
BENJAMIN PARKER,
DANIEL TUCKER.

State of New Hampshire, Strafford, *ss.*

October 29th, 1834.

Personally appearing the above-named Asa T. Parker, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
DANIEL TUCKER,
Jus. Peace.

Received June 18, 1835.
Strafford county records book, 165, page 122.
Examined by
G. L. WHITEHOUSE,
Recorder.

Copy examined by
E. WADLEIGH,
Register.

6. Deed. John A. Parker to Benj. Parker.

To all people to whom these presents shall come, greeting:

Know ye, that I, John A. Parker, of the city, county, and State New York, and Katherine J. my wife, for the consideration of one dollar, received to my full satisfaction, of Benj. Parker, of Concord, New Hampshire, trustee for the children of said John A. Parker, do give, grant, bargain, sell, and confirm unto the said Benj. Parker, trustee, a certain parcel of land, with the shop standing thereon, and the water privilege connected therewith, being part of the tenement and privilege situated in the village at Meredith bridge, recently occupied by Daniel Tucker, Esq., as a blacksmith shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the building formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall, and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a line drawn as follows, to wit: Commencing at said point in said brick wall and running southerly along the westerly side of said back shop to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning to the south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company, and which said water privilege is to be the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the chamber or second story of building erected on the walls of said trip-hammer shop as lies easterly of the following described line, to wit: Beginning at a point in the northerly wall of the building six feet from the northeasterly corner of the building where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building fourteen feet eight and a half inches, then turning and running in a southeasterly direction in a right line towards the northeasterly corner of the chimney till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line, then turning to the south and running

along said line thus produced to the said back shop, with the right to rebuild the passway or chamber above-described as it now is, reserving a passage over said land for the water from Francis W. Boynton's flume to pass off, as it now does, and the right to discharge said Boynton's leached bark into the raceway under said building into the river. To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Benjamin Parker, trustee, his heirs and assigns, to his and their only proper use and behoof forever. And I do, for myself, my heirs, executors, and administrators, covenant with the said Benjamin Parker, trustee, his heirs and assigns, that at and until the ensealing of these presents, I am well seised of the premises as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form aforesaid; and that the same is free of all incumbrances whatsoever. And further, I do by these presents bind myself and my heirs to warrant and forever defend the above granted and bargained premises unto the said heirs and assigns against all claims and demands whatsoever.

In witness whereof I have hereunto set my hand and seal, the fourteenth day of November, in the year of our Lord 1839.

JOHN A. PARKER. [SEAL.]
KATHERINE J. PARKER. [SEAL.]

Signed, sealed, and delivered
in the presence of,
M. W. WHITMAND,
177 Grand Street.
[SEAL.] WM. H. MAXWELL,
[SEAL.] MARY D. CURTISS,
New York.

State, City, and County, of New York, *ss.*

On the 14th November, 1839, before me, personally appeared John A. Parker, the signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

In testimony whereof, I have hereunto set my hand and seal, day and year above written.

WM. H. MAXWELL,
New Hampshire Commissioner.

Received November 27, 1839.

Examined by
T. T. EDGERLY,
Recorder.

Copy examined by
E. WADLEIGH,
Register.

Strafford County Records, Book 184, page 191.

7. Deed. Benjamin Parker to K. J. Parker.

Know all men by these presents, that I, Benjamin Parker, of Concord, in the county of Merrimac and State of New Hampshire, trustee for the children of John A. Parker and Katherine J. Parker his wife, for and in consideration of the sum of one dollar to me in hand before the delivery hereof well and truly paid by Katherine J. Parker, of the city and State of New York, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto the said Katherine J. Parker, her heirs and assigns, forever, a certain parcel of land, with the shop standing thereon, and the water privilege connected therewith, being part of the tenement and privilege situated in the village at Meredith bridge, recently occupied by Daniel Tucker, Esq., as a blacksmith shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the building formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a line drawn as follows (to wit): commencing at said point in said brick wall, and running southerly along the westerly side of said brick shop to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning to the south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company, and which said water privilege is to be the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the chamber or second story of the building erected on the walls of said trip-hammer shop as lies easterly of the following described line (to wit): beginning at a point in the northerly wall of the building six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building fourteen feet eight and a half inches, then turning and running in a southwesterly direction, on a right line towards the northeasterly corner of the chimney till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line; then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passage way or chamber above described, as it now is, reserving a passage over said land for the water from Francis W. Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark into the raceway under said building into the river.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to her the said Katherine J. Parker, and her heirs and assigns, to her and their only proper use and benefit forever. And I, the said Benjamin Parker, and my heirs, executors, and administrators, do hereby covenant, grant, and agree, to and with the said Katherine J. Parker, and her heirs, and assigns, that until the delivery hereof, I am the lawful owner of said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that I, and my heirs, executors, and administrators, shall and will warrant and defend the same to the said Katherine J. Parker, and her heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this twentieth day of October, in the year of our Lord 1854.

BENJAMIN PARKER. [SEAL.]

Signed, sealed, and delivered
in presence of us,
JOHN L. HADLEY,
GEO. L. HADLEY.

State of New Hampshire, Merrimack, *ss.*

October 24, 1854.

Personally appeared the above-named Benjamin Parker, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

JOHN L. HADLEY,
Justice of the Peace.

Received October 26, 1854, 5 P. M.

Examined by
NATHANIEL EDGERLY.
Recorder.

Belknap County Records, Book 24, page 36.
A true copy.
Examined by
NATHANIEL EDGERLY.
Recorder.

8. *Deed—John A. Parker and Wife to Benj. Parker.*

Know all men by these presents, that I, Catharine J. Parker, of the city, county, and State of New York, wife of John A. Parker, with the consent of my said husband, as testified by his becoming a party to these presents, for and in consideration of one dollar, to me

in hand paid before the delivery hereof, by Benjamin Parker, of Concord, in the county of Merrimac and State of New Hampshire, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell, alien, enfeoff, convey, and confirm unto the said Benjamin Parker, his heirs and assigns, forever, a certain piece or parcel of land, with the shop standing thereon, and the water privilege connected therewith, being part of the tenements and privilege situated in the village of Meredith bridge, in the county of Belknap and State of New Hampshire, formerly owned and occupied by Daniel Tucker as a blacksmith's shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the building formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall, and on the same course, to the Winnipiseogee river, on the east by said river, on the south by lands of the Avery Factory Company, and on the west by a line drawn as follows, to wit: commencing at said point in said brick wall, and running southerly along the westerly side of said back shop, to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company, and which said water privilege is to be the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the chamber or second story of the building erected on the walls of the said trip-hammer shop as lies easterly of the following described line, to wit: beginning at a point in the northerly wall of the building, six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam parallel with the easterly side of the building, fourteen feet eight and a half inches, then turning and running in a southwesterly direction on a right line towards the northeasterly corner of the chimney, till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said boundary line, then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passage-way over said land for the water from Francis W. Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark through the raceway under said building into the river.

To have and to hold the said granted premises with all the privileges and appurtenances to the same belonging, to him, the said Benjamin Parker, his heirs and assigns, to his and their only proper use and benefit forever. And I, the said Katherine J. Parker, with my husband and heirs, executors, and administrators, do hereby covenant,

grant, and agree to and with the said Benjamin Parker, and his heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that I, my heirs, executors, and administrators shall and will warrant and defend the same to the said Benjamin Parker, his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, I have hereunto set my hand and seal this fourth day of June, in the year of our Lord one thousand eight hundred and fifty-five.

KATHERINE J. PARKER. [SEAL.]
JOHN A. PARKER. [SEAL.]

Sealed and delivered
in the presence of
STRATFERD C. H. BAILEY,
JAS. J. PARKER.

State of New York, City and County of New York, *ss.*

June 5th, 1855.

Then personally appeared the above-named John A. Parker and Katherine J., his wife, and severally acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,
STRATFERD C. H. BAILEY,
Commissioner for the State of New Hampshire,
residing in the City of New York.

Received, June 9, 1855, 5 P.M.
Examined by
NATHL. EDGERLEY,
Recorder.

Belknap County Records, Book 25, pages 215 and 216.
A true copy.
Examined by
NATHL. EDGERLY,
Recorder.

9. Deed. Benj. Parker to John A. Parker.

Know all men by these presents, that I, Benjamin Parker, of Concord, in the county of Merrimac and State of New Hampshire, for and in consideration of the sum of one dollar, to me in hand, before the delivery hereof, well and truly paid, by John A. Parker, of the city, county, and State of New York, the receipt whereof I do

hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said John A. Parker, his heirs and assigns forever, a certain piece or parcel of land with the shop standing thereon, and the water privilege connected therewith, being part of the tenement and privilege situated in the village of Meredith bridge, in the county of Belknap and State of New Hampshire, formerly owned and occupied by Daniel Tucker as a blacksmith's shop, which said land is bounded on the north by a line commencing at a point in the southerly brick wall of the building formerly used by said Tucker as a trip-hammer shop, where the westerly side of the back shop meets said brick wall, and running easterly along said brick wall, and on the same course to the Winnipiseogee river, on the east by said river, on the south by land of the Avery Factory Company, and on the west by a line drawn as follows, to wit: commencing at said point in said brick wall and running southerly along the westerly side of said back shop, to the southwesterly corner thereof, then turning to the west and running on a line with the southerly end of said back shop six feet, then turning south and running in a direction parallel with the westerly side of said back shop to said land of said Avery Factory Company; and which said water privilege is to be the right to draw and use the one-half of the water from the flume connected with the premises, together with so much of the chamber or second story of the building erected on the walls of the said trip-hammer as lies easterly of the following-described line, to wit: beginning at a point in the northerly wall of the building six feet from the northeasterly corner of the building, where the middle of the beam intersects the plate, thence running southerly along the middle of said beam, parallel with the easterly side of the building, fourteen feet and eight and a half inches, then turning and running in a southwesterly direction, on a right line, towards the northeasterly corner of the chimney, till it strikes a right line drawn along the westerly side of said back shop, and produced sufficiently far in the same direction to intercept said bounding line; then turning to the south and running along said line thus produced to the said back shop, with the right to rebuild the passage-way or chamber above-described as it now is, reserving a passage over said land for the water from Francis W. Boynton's flume to pass off as it now does, and the right to discharge said Boynton's leached bark through the raceway under said building into the river.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him the said John A. Parker, and his heirs and assigns, to his and their only proper use and benefit forever. And I, the said Benjamin Parker, and my heirs, executors and administrators, do hereby covenant, grant, and agree to and with the said John A. Parker, and his heirs and assigns, that until the delivery hereof, I am the lawful owner of the said

premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said John A. Parker, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this eighth day of June, in the year of our Lord, 1855.

BENJAMIN PARKER. [SEAL.]

Signed, sealed and delivered
in presence of us,
ISAAC M. PARKER,
WM. H. BARTLETT.

State of New Hampshire, Merrimac, *ss.*

June 8th, 1855.

Personally appeared the above-named Benjamin Parker, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
WM. H. BARTLETT,
Justice of the Peace.

Received, June 9th, 1855, 5 P. M.
Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, Book 25, page 237.
A true copy.
Examined by
NATHL. EDGERLY,
Recorder.

10. Deed. Stephen Perley to Samuel H. Bean et al.

Know all men by these presents, that I, Stephen Perley, of Meredith, in the county of Strafford, in the State of New Hampshire, for and in consideration of the sum of nine hundred and fifty dollars, to me in hand before the delivery hereof, well and truly paid by Samuel H. Bean and Nathan Bean, both of the same Meredith, clothiers, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Samuel and Nathan, their heirs and assigns, forever, all my right and title to the following described tract of land, situated in said Meredith, and near Meredith bridge, and to the buildings thereon standing, to wit: beginning at a

stake and stones near the well which the said Samuel and Nathan, and Daniel Tucker have lately dug near the dwelling-houses, thence running east one degree, south two rods and thirteen feet, thence running north forty-four and three-quarters degrees, east five rods and one foot to a white oak post in the fence, thence running north sixteen and a half degrees west on the fence between my land and where the said Samuel and Nathan now improve, eleven rods and one-half rod to the northeasterly corner of the land where the said Samuel and Nathan now improve and have fenced, thence running south sixty-four degrees west, on their fence six rods and nineteen links, to Daniel Tucker's land, thence running south fourteen degrees, east about twelve rods to the bounds begun at. And I do hereby covenant and agree to and with the said Samuel and Nathan, that the strip of land lying between the above-described tract and the road leading from my store to Daniel Tucker's blacksmith shop, shall in future lie common and unimproved, excepting as a public highway or common for people to pass and repass to and from the mills on the river near the same. And I do hereby sell and convey to the said Samuel and Nathan, all my right and title to the fulling mill, situated on Winnipisseakee river, near the above described premises, and where the said Samuel and Nathan now improve, together with the land wherever the same stands, and the privilege of the water for the use of the same, and of passing to and from the same as has been heretofore usual, and also one of the carding machines in said mill, and one-half of the other in said mill, it being all the property I own in said machines, also all the tools belonging to said fulling mill which I now own, and all the privileges belonging to said fulling mill, which has been heretofore customary, reserving to myself liberty of passing to and from my oil mill, and improving the same as usual. To have and to hold the said granted premises, with all the privileges and appurtenances to the same, belonging to them, the said Samuel and Nathan, and their heirs and assigns, to their only proper use and benefit forever. And I, the said Stephen and my heirs, executors and administrators, do hereby covenant, grant and agree to and with the said Samuel and Nathan, and their heirs and assigns, that until the delivery hereof, the lawful owner of the said premises, and am seized and possessed thereof, in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that I and my heirs, executors, and administrators, shall and will warrant and defend the same to the said Samuel and Nathan, and their heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this twentieth day of May, in the year of our Lord, one thousand eight hundred and eleven.

And I, Mehitable Perley, wife of the said Stephen, hereby relinquish my right of dower in said premises.

STEPHEN PERLEY. [SEAL.]
MEHITABLE PERLEY. [SEAL.]

Signed, sealed and delivered
in presence of us,
DANIEL TUCKER,
JOHN A. HARPER.

Strafford, *ss.* State of New Hampshire.

May 20th, 1811.

Personally appearing the above-named Stephen Perley, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
JOHN A. HARPER,
Justice of the Peace.

Received June 5th, 1811.

Examined by
JONAS C. MARCH,
Register.

Strafford County Records, Book 67, page 402.
Copy examined by
ANDREW H. YOUNG,
Register.

11. Deed. Stephen Perley to Meredith C. & W. Factory.

Know all men by these presents, that I, Stephen Perley, of Meredith, in the county of Strafford, and State of New Hampshire, Esquire, for and in consideration of the sum of three hundred dollars to me in hand before the delivery hereof well and truly paid by the proprietors of Meredith Cotton and Woollen Factory, being a legal corporation now in existence in the State of New Hampshire under an act of the legislature of said State at their June session, A.D. 1811, the receipt of which sum I hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said corporation and their successors forever, a certain tract or parcel of land in said Meredith, described as follows: beginning at the corner of Daniel Tucker's land whereon his smithshop stands, on the south side of the road, near mill bridge, then south on said Tucker's land four rods to Jonathan Ladd's land, thence south seventy-four degrees west eight rods and one foot on said Ladd's land, thence north fourteen and one-half degrees west six rods to road, then easterly on the road nine and one-half rods nearly to the bounds begun at, and with said tract, in consideration as above-mentioned, do convey to said corporation the privilege of drawing water from the pond at the upper end of the oil

mill sufficient for the use of said factory and all the business therewith connected, and also the privilege of conveying said water across the land in front of the oil mill to said tract of land.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same, belonging or hereby conveyed to the said corporation or the proprietors thereof, and their successors forever, to their only proper use and benefit. And I, the said Stephen Perley, and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said proprietors and their successors forever, that until the delivery hereof I am the lawful owner of the said premises and privileges, and am seised and possessed thereof in my own right, in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators shall and will warrant and defend the same to the said proprietors, their successors and assigns, against the lawful claims and demands of any person or persons whatsoever.

And I, Mehitable, wife of the said Stephen, for the above consideration, do hereby relinquish my right of dower and power of thirds in and to said premises.

In witness whereof, we have hereunto set our hands and seals, this twelfth day of March, in the year of our Lord one thousand eight hundred and thirteen.

STEPHEN PERLEY. [SEAL.]
MEHITABLE PERLY. [SEAL.]

Signed, sealed, and delivered
in presence of
NICHOLAS GILMAN,
JOHN JOHNSON.

State of New Hampshire, Strafford, *ss.*

March 13th, 1813.

Then personally appearing the above-named Stephen Perley, acknowledged the above instrument to be his voluntary act and deed.
Before me,

JONATHAN C. EVERETT,
Justice of the Peace.

Recorded according to the original.
Received April 28th, 1814.
Examined by

DOMINICUS HANSON,
Register.

Strafford County Records, Book 79, page 176.
Copy examined by

A. H. YOUNG,
Register.

12. Deed. Stephen Perley to John Chase.

Know all men by these presents, that I, Stephen Perley, of Meredith, in the county of Strafford, and State of New Hampshire, Esquire, for and in consideration of the sum of seven hundred dollars, to me in hand before the delivery hereof well and truly paid by John Chase, of Meredith, in the county and State aforesaid, blacksmith, the receipt whereof do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said John Chase, his heirs and assigns, forever, a certain piece of land in Meredith adjoining Samuel and Nathan Bean's clothier's mill, and is the same land whereon my oil mill stands, laying easterly of the stone flume which leads to the cotton factory, and adjoining the land whereon the *the* said factory stands, with the oil-mill, with all the privileges thereunto belonging, excepting the screw oil box rollers for to grind the seed, stoves, and other tools that are used in making oil, and the tools and machinery that George Holbrook has in said oil-mill, which we have the liberty to take out, and the said John Chase has the right and privilege of drawing water sufficient for carrying his works, as I have formerly used in making oil with, his being his proportion towards keeping the mill-dam in repair with other mill-owners, and the said land is bounded westerly on the stone flume that leads to the cotton factory.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him, the said John Chase, and his heirs and assigns, to him and their only proper use and benefit forever. And I, the said Stephen Perley, and his heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said John Chase, and his heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and am seised and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear of all incumbrances whatsoever; and that I and my heirs, executors and administrators, shall and will warrant and defend the same, to the said John Chase, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this twenty-seventh day of January, in the year of our Lord one thousand eight hundred and sixteen.

STEPHEN PERLEY. [SEAL.]

Signed, sealed and delivered
in presence of us,
JOHN JOHNSON,
SAMUEL LEAVITT.

[REC. CCXCIX. D. T. 1860.]—32

Strafford, *ss.* State of New Hampshire, *ss.*

February 5th, 1816.

Personally appearing, the above-named Stephen Perley acknowledged the foregoing instrument to be voluntary act and deed.

Before me,

JOHN A. HARPER,
Justice of Peace.

Received, July 9th, 1816, by

DOMINICUS HANSON, Esq.,
Then Register.

Recorded, according to the original.

Examined by

MOSES L. NEAL,
Register.

Strafford County Records, book 92, page 267.

Copy examined by

A. H. YOUNG,
Register.

13. Deed. Stephen Perley to F. W. Boynton et al.

Know all men by these presents, that I, Stephen Perley, of Meredith, in the county of Strafford, and State of New Hampshire, Esquire, for and in consideration of the sum of three hundred and twenty-five dollars, to me in hand, before the delivery hereof, well and truly paid, by Francis W. Boynton and David Boynton, both of said Meredith, yeomen, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and, by these presents, do give, grant, bargain, sell, alien, enfeeff, convey, and confirm unto the said Francis and David, their heirs and assigns, forever, a certain water privilege, situate in said Meredith, together with all the land on which the Nail Factory, in said Meredith, stands, with the privilege of going round said building, with the same privilege of water as belongs to the said nail Factory, being all the width of the bulkhead, as the same privilege is now, and ever has been enjoyed by me, the said Perley, or by any other person or persons. Also, the water wheel in said Nail Factory, but no other machinery; and the said Perley has liberty, at any time, to enter said Nail Factory and take away all said machinery, save said water-wheel, and the said David and Francis have full right to put any machinery in the place of factory, and dispose of said factory as they choose, it being hereby conveyed to them in fee simple.

To have and to hold the said premises, with all the privileges and appurtenances to the same, belonging to them, the said David and Francis, and their heirs and assigns, to their only proper use and benefit forever. And I, the said Stephen Perley, and my heirs,

executors, and administrators, do hereby covenant, grant, and agree to and with the said David and Francis, and their heirs and assigns, that, until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right, in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators, shall and will warrant and defend the same to the said David and Francis, and their heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof I have hereunto set my hand and seal, this 31st day of March, in the year of our Lord one thousand eight hundred and seventeen.

STEPHEN PERLEY. [SEAL.]
MEHITABLE PERLEY. [SEAL.]

Signed, sealed, and delivered
in presence of us,
STEPHEN C. LYFORD,
JOHN JOHNSON,
JOAM BOYNTON.

Strafford, *ss.* State of New Hampshire.

31st March, 1817.

Personally appearing, the above-named Stephen Perley acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

JABEZ JAMES,
Justice of the Peace.

Received May 3d, 1817.

Examined by

MOSES L. NEAL,
Register.

Strafford County Records, book 95, page 448.

A true copy—Attest,

ANDREW H. YOUNG,
Register.

14. Mortgage Deed. Samuel H. Bean to Rebecca Bean.

Know all men by these presents, that I, Samuel H. Bean, of Meredith, in the county of Strafford, and State of New Hampshire, clothier, for and in consideration of the sum of seven hundred dollars to me in hand, before the delivery hereof, well and truly paid, by Rebecca Bean, of Gilford, in said county, widow, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold,

and, by these presents, do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Rebecca Bean, her heirs and assigns, forever, the mill and mill privilege situate in the village at Meredith bridge, known as the Bean Clothing Mill, being the mill and mill privilege lying on the Winnipiseogee river, adjacent to the upper bridge in said village, occupied and improved in and about the business of carding and cloth-dressing, together with all the machines, tools, and apparatus, operated and used in said mill; said mill and privilege being the same of which the one-half in common and undivided, said Rebecca has this day conveyed to me.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same, belonging to her, the said Rebecca Bean, and her heirs and assigns, to her and their only proper use and benefit forever. And I, the said Samuel H. Bean, for myself, and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said Rebecca Bean and her heirs and assigns, that, until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators shall and will warrant and defend the same to the said Rebecca Bean and her heirs and assigns, against the lawful claims and demands of any person or persons whomsoever. Nevertheless, it is to be considered, and the condition of the foregoing deed is such that, if the said Samuel H. Bean, his heirs, executors, and administrators, shall well and truly pay unto the said Rebecca Bean, her heirs and assigns, five promissory notes of even date with the date hereof, for one hundred and twenty dollars each, payable to said Rebecca Bean or order, one in one year, one in two years, one in three years, one in four years, and one in five years, all interest payable annually, then the foregoing deed is to be void and of no effect, otherwise to remain in full force and virtue. And it is further understood and agreed by the parties hereunto that said Samuel H. Bean, his heirs and assigns, shall retain the possession of said mortgaged premises until default be made in the payment of said notes, according to their tenor.

In witness whereof, I have hereunto set my hand and seal, this third day of April, in the year of Lord one thousand eight hundred and thirty-four.

SAMUEL H. BEAN. [SEAL.]

Signed, sealed, and delivered
in presence of us.
HIRAM BEAN,
GEORGE Y. SAWYER.

State of New Hampshire, Strafford, *ss.*

3d April, A.D. 1834.

Personally appearing the above-named Samuel H. Bean, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

GEORGE Y. SAWYER,
Justice of the Peace.

Received April 4th, 1834.

Examined by

G. L. WHITEHOUSE,
Recorder.

Strafford County Records; Book 157, page 471.

A true copy. Attest,

A. H. YOUNG,
Register.

15. Dep. Sheriff's Deed. Dudley Smith to A. Tucker.

Know all men by these presents, that I, Dudley Smith, one of the deputy sheriffs of the county of Strafford, in the State of New Hampshire, do, by virtue of the authority in me vested by the laws of this State, regulating the attachment and sale of rights in equity, of redeeming real estate mortgaged, and by virtue of an execution which issued from a judgment recovered by Rebecca Bean, of Gilford, in said county, plaintiff, against Samuel H. Bean, of Meredith, in said county, defendant, at the Court of Common Pleas holden at Gilford, within and for the county of Strafford aforesaid, on the third Tuesday of August, A.D. 1833; and, in consideration of the sum of one hundred and twenty-seven dollars to me in hand, before the delivery hereof, paid by Alvah Tucker, of Gilford, in the county of Strafford, and State of New Hampshire, machinist, hereby sell and convey to him, the said Tucker and his heirs and assigns, all the right in equity which the said Samuel H. Bean had of redeeming a certain parcel of land situate in said Meredith, being the clothing mill privilege, with the building thereon, formerly occupied by said Bean, and now in the occupation of James P. Morrison, to have and to hold the said granted right in equity to him, the said Alvah Tucker, and his heirs and assigns, forever; the same being subject however for the term of one year next after the day of the date hereof, to the right of redemption, agreeably to the provisions of the law by virtue of which this conveyance is made. And I, the said Dudley Smith, do hereby covenant with the said Tucker, that I have in my said capacity good right to sell and convey the same in manner aforesaid, and that I have observed and pursued all the requisitions imposed on the sheriff of said county or his deputies by the law by virtue of which this conveyance is made.

In witness whereof, I have hereunto set my hand and seal, this eighth day of December, Anno Domini, one thousand eight hundred and thirty-six.

DUDLEY SMITH. [SEAL.]

Signed, sealed, and delivered
in presence of us,
H. L. HAZELTON,
W. M. LADD.

State of New Hampshire, Strafford, *ss.*

December 14, 1836.

Personally appearing, the above-named Dudley Smith, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
H. L. HAZELTON,
Jus. Peace.

Received January 24, 1837.

Examined by
G. L. WHITEHOUSE,
Recorder.

Strafford County Records; book 171, page 512.
A true copy.

Attest, A. H. YOUNG,
Register.

16. Deed. Alvah Tucker to James P. Morrison.

Know all men by these presents that I, Alvah Tucker, of Gilford, in the county of Strafford, and State of New Hampshire, machinist, for and in consideration of one hundred and twenty-seven dollars to me in hand, before the delivery hereof, paid by James P. Morrison, of Meredith, in said county of Strafford, clothier, have remised, released, and forever quitclaimed, and by these presents do remise, release and forever quitclaim unto the said Morrison, and his heirs and assigns, forever, a certain parcel of land situate in said Meredith, being the clothing mill privilege, with the building thereon, formerly occupied by Samuel H. Bean, and now occupied by said Morrison; being the same premises deeded to me by Dudley Smith, deputy sheriff, by deed dated December 8th, A.D. 1836.

To have and to hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to him, the said Morrison, and his heirs and assigns, forever. And I do hereby covenant with the said Morrison that I will warrant and defend the said premises to him, the said Morrison, and his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from, or under me.

In witness whereof I have hereunto set my hand and seal, this six-

teenth day of December, in the year of our Lord one thousand eight hundred and thirty-six.

ALVAH TUCKER. [SEAL.]

Signed, sealed, and delivered
in presence of us.
BENJ. T. SANBORN,
H. L. HAZELTON.

State of New Hampshire, Strafford, *ss.*

December 16, A.D. 1836.

Personally appearing, the above-named Alvah Tucker acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
H. L. HAZELTON,
Justice of the Peace.

Received January 24, 1837.

Examined by
G. L. WHITEHOUSE,
Recorder.

Strafford County Records, book 17, page 583.
A true copy.

Attest, A. H. YOUNG,
Register.

17. Deed. Rebecca Bean to Jas. P. Morrison.

Know all men by these presents, that I, Rebecca Bean, of Gilford, in the county of Strafford and State of New Hampshire, widow, for and in consideration of the sum of six hundred dollars, to me in hand before the delivery hereof, well and truly paid, by James P. Morrison, of said Gilford, clothier, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said Morrison, and his heirs and assigns, forever, all my right, title, and interest to and in a certain parcel of land, situate in Meredith, in said county of Strafford, being the clothing-mill and privilege, situate in the village at Meredith bridge, known as the Bean clothing mill, lying on the Winnipiseogee river, adjacent to the upper bridge in said village, now occupied by said Morrison, in and about the business of wool-carding, and cloth-dressing, together with all my right to the machinery therein, which was mortgaged to me by Samuel H. Bean, late of said Meredith, deceased.

To have and to hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to him, the said Morrison, and his heirs and assigns, forever. And do hereby covenant with the said Morrison, that I will warrant and defend the said premises to him, the said Morrison, and his heirs and assigns, against

the lawful claims and demands of any person or persons claiming by, from, or under me.

In witness whereof, I have hereunto set my hand and seal, this sixth day of December, in the year of our Lord one thousand eight hundred and thirty-eight.

REBECCA BEAN. [SEAL.]

ALVAH TUCKER,
H. L. HAZELTON.

State of New Hampshire, Strafford, *ss.*

December 8th, A.D. 1838.

Personally appearing, the above-named Rebecca Bean acknowledged the foregoing instrument to be her voluntary act and deed.

Before me.

H. L. HAZELTON,
Justice of Peace.

Received, January 18, 1839.

Examined by
G. L. WHITEHOUSE,
Recorder.

Strafford County Records, book 180, page 420.

Copy examined by
ANDW. H. YOUNG,
Register.

18. Deed. James P. Morrison to Alex. Beaman.

Know all men by these presents, that I, James P. Morrison, of Gilford, in the county of Belknap, in the State of New Hampshire, clothier, for and in consideration of the sum of twenty-eight hundred dollars, to me in hand, before the delivery hereof, well and truly paid, by Alexander Beaman, of Meredith, in said county, yeoman, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim, unto the said Alexander Beaman, his heirs and assigns, forever, all my right, title, and interest unto and upon the following described premises, situate in said Meredith, and bounded southerly by the road passing over the river at the southerly side of said premises, easterly by the Winnipiseogee river, westerly and northerly by the land of the Belknap Manufacturing Company, and is the same property which was conveyed to me by Rebecca Bean, by deed, dated Dec. 6, 1838, reference to said deed being had, with all the machinery and tools belonging to said mill, the same being now occupied by me as a clothing and carding mill. Also, all the right, privilege, and interest conveyed to me by deed, executed by Mary Bean, dated January 11th, 1839, reference to said deed being had; and my intention is to convey all the property contained and described in the deeds of said Rebecca and Mary Bean,

with any and all other machinery and tools now in said mill, and thereto belonging. To have and to hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to him, the said James P. Morrison, his heirs and assigns, forever. And I do hereby covenant with the said Beaman, that I will warrant and defend the said premises to him, the said Beaman, his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from, or under me.

In witness whereof, I have hereunto set my hand and seal, this 28th day of March, in the year of our Lord one thousand eight hundred and forty-six.

JAMES P. MORRISON. [SEAL.]

Signed, sealed, and delivered,
in presence of us,
S. C. LYFORD,
H. SIBLEY.

State of New Hampshire, Belknap, *ss.*

March 28, A.D. 1846.

Personally appearing, the above-named James P. Morrison acknowledged the foregoing instrument to be his voluntary act and deed.

Before me.

S. C. LYFORD,
Justice of the Peace.

Received, March 28, 1846.

Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, book 8, page 466.
A true copy.

Examined by
NATHL. EDGERLY,
Recorder.

19. Deed. Alex. Beaman to Belknap Manufacturing Co.

Know all men by these presents, that I, Alexander Beaman, of Meredith, in the county of Belknap and State of New Hampshire, for and in consideration of the sum of twenty-eight hundred dollars, to me in hand, before the delivery hereof, well and truly paid by the Belknap Manufacturing Company, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said Belknap Manufacturing Company and assigns, forever, all my right, title, interest, claim, in and to the premises hereinafter described, to wit, a parcel of land, situated in said Meredith, and bounded southerly by the road leading across the Winnipiseogee river, near the tannery of Francis W. Boynton, westerly

and northerly by land of said Belknap Manufacturing Company and easterly by said river, and is the same property which James P. Morrison conveyed to me by deed, dated March 28th, 1846, and i the clothing-mill and machinery and tools lately occupied and use by said Morrison. Also, including the property conveyed to m by Martin L. Chandler and Betsey A. Chandler, by their deed, bea ring date March 28th, 1846. To have and to hold the said remised pre-mises, with all the privileges and appurtenances thereunto belong ng, to the said Belknap Manufacturing Company and assigns, forev er. And I do hereby covenant with the said company, that I will w r-rant and defend the said premises to the said company and assign , against the lawful claims and demands of any person or person claiming by, from, or under me.

And I, Mary Beaman, wife of said Alexander Beaman, for the consideration aforesaid, do release my right of dower in said premises.

In witness whereof, we have hereunto set our hands and seals, this third day of December, in the year of our Lord one thousand eight hundred and forty-six.

ALEXANDER BEAMAN. [SEAL.]
MARY BEAMAN. [SEAL.]

Signed, sealed, and delivered,
in presence of us,
E. S. STICKNEY,
JAMES BELL.

State of New Hampshire, Belknap, *ss.*

December 3d, A.D. 1846.

Personally appearing, the above-named Alexander Beaman acknowledged the foregoing instrument to be his voluntary act and deed.

Before me.

JAMES BELL,
Justice of Peace.

Received, December 3, 1846.

Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, book 9, page 462.
A true copy.

Examined by
NATHL. EDGERLY,
Recorder.

20. Mort. Deed. Avery Manufacturing Company to Winnipiseogee Bank.

Know all men by these presents, that The Avery Factory Company, a corporation established by the laws of the State of New

Hampshire, under that corporate name, for and in consideration of the sum of ten thousand dollars to said Avery Factory Company before the delivery hereof, well and truly paid by the President, Directors, and Company of the Winnipiseogee Bank, a corporation duly established in said State under that corporate name, the receipt whereof is hereby acknowledged, having given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said President, Directors, and Company of the Winnipiseogee Bank, their successors and assigns, forever, the said company's mill, mill privilege, and machinery, situate in the village of Meredith bridge, and improved and operated by said Factory Company, in and about the manufacture of cotton goods, being a parcel of land lying in said village, bounded on the west by the main road, passing to the upper bridge in said village; on the north by the road leading from said main road to the upper bridge in said village; on the east by land of Francis W. Boynton, and the Winnipiseogee river, and on the south by land of Henry J. French, with all the factories, mills, and other buildings standing thereon, and the water privilege appertaining thereto, and also all the machinery for the spinning and weaving of cotton, owned and operated by said Factory Company in said factories and mills. Said premises above described being, however, subject to a deed of mortgage from said Factory Company to the Meredith Bridge Savings Bank, to secure the payment of said Factory Company's tools to said Savings Bank, for two thousand dollars, and also subject to a deed of mortgage from said Factory Company to the New Hampshire Savings Bank, in Concord, to secure the payment of said Factory's Company's note to said last-mentioned Savings Bank for the sum of four thousand dollars. To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to them the said president, directors, and company, their successors and assigns, to them and their only proper use and benefit, forever. And the said Avery Factory Company, for themselves and their successors, do hereby covenant, grant, and agree, to and with the said President, Directors, and Company of the Winnipiseogee Bank, their successors and assigns, that until the delivery hereof said Factory Company are the lawful owners of the said premises, and are seized and possessed thereof in their own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid, that the said premises are free and clear from all and every incumbrance whatsoever, except as aforesaid, and that said Factory Company shall and will warrant and defend the same to the said president, directors, and company, their successors and assigns, against the lawful claims and demands of any person or persons whomsoever.

Nevertheless, it is to be considered, and the condition of the foregoing deed is such, that if the said Avery Factory Company, their successors and assigns, shall well and truly pray unto the said President, Directors, and Company of the Winnipiseogee Bank, their suc-

cessors and assigns, the sum of ten thousand dollars, according to the tenor of their, the said Factory Company's, promissory note of even date with the date hereof, for said sum of ten thousand dollars, made payable to said President, Directors, and Company of the Winnipiseogee Bank, or order, on demand, with interest, then the foregoing deed is to be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, I, Josiah Crosby, agent of said Factory Company, and hereunto specially authorized by note of said company, have hereunto set my hand and the common seal of said company, this eighth day of March, in the year of our Lord one thousand eight hundred and thirty-four.

AVERY FACTORY COMPANY,
By JOSIAH CROSBY, [SEAL.]
Agent.

Signed, sealed, and delivered
in presence of us,
BENNING MUGRIDGE,
JOHN T. COFFIN.

State of New Hampshire, Strafford, *ss.*

8th March, A.D. 1834.

Personally appearing, the above-named Avery Factory Company, by Josiah Crosby, agent, acknowledged the foregoing instrument to be their voluntary act and deed, before me,

GEO. Y. SAWYER,
Justice of the Peace.

Received, March 13, 1834.

Examined by
G. L. WHITEHOUSE,
Recorder.

Copy examined by
A. H. YOUNG,
Register.

Strafford County Records, Book 224, page 328.

21. Foreclosure Mort. Avery Factory Company to Winnipiseogee Bank.

The subscriber, as agent for and in behalf of the President, Directors, and Company of the Winnipiseogee Bank, on the 22d day of June, A.D. 1842, entered for the purpose of foreclosing the mortgage upon the same on the following described property, to wit: certain premises with the buildings on, and the machinery in the same, lying in Meredith, in the county of Belknap, in the village at Meredith bridge, and is bounded on the west by the main road passing through said village; on the north by the road leading from said main road

to the upper bridge in said village; on the east by land of Francis W. Boynton and the Winnipiseogee river; and on the south by land of Woodbury Melcher, including all the mill privileges attached to the same; said deed of mortgage was executed by the Avery Factory Company to said President, Directors and Company of Winnipiseogee Bank, and is dated the eighth day of March, A.D. 1834, and recorded, Strafford Records, liber 159, folio 328.

DANIEL TUCKER.

MEREDITH, November 12, 1842.

I, Charles Lane, of Gilford, in the county of Belknap, do testify and say, that during the year A.D. 1842, I was the publisher of a newspaper printed at Meredith bridge, New Hampshire, called Belknap Gazette, and that in number sixty-eight of said newspaper, dated November 15, 1842, and in number sixty-nine of said newspaper, dated November 22, 1842, and in number seventy of said newspaper, dated November 29, 1842, each, a notice was published of which the foregoing is a true copy.

CHARLES LANE.

Belknap, *ss.*

August 25th, 1858.

Personally appeared Charles Lane, and made oath that the above affidavit, by him subscribed, is true. Before me,

E. A. HIBBARD,
Justice of the Peace.

Received, August 25th, 1858, 10 A.M.
Examined by
NATHANIEL EDGERLY,
Recorder.

Belknap County Records, book 31, page 181.
Examined by
NATHANIEL EDGERLY,
Recorder.

22. Deed. Winnipiseogee Bank to Belknap Manufacturing Company.

Know all men by these presents, that the President, Directors, and Company of the Winnipiseogee Bank, by their agents, Ebenezer Coe and Joseph P. Pitman, thereto duly authorized by a vote of said directors, in consideration of the sum of five thousand dollars, to us in hand, before the delivery hereof, well and truly paid, by the Belknap Manufacturing Company, a corporation duly established by law, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said Belknap Manufacturing Company and their assigns, forever, all the

right, title, and interest, which said president, directors, and company had, on the twenty-fifth day of October, A.D. 1843, to the following described premises, to wit: The cotton-mill, mill privilege and machinery used in the manufacture of cotton, formerly owned and occupied by the Avery Factory Company, in the village at Meredith bridge, being a parcel of land situate in said village, bounded westerly by the main road leading through said village, northerly by the street leading from said road over the upper bridge, on the east of land of Francis W. Boynton and the Winnipiseogee river, and southerly by land of Woodbury Melcher, with all the buildings standing thereon, and all the privileges and appurtenances thereto belonging, and the machinery in said mill, being the same premises and machinery conveyed by deed of mortgage to said bank by said Avery Factory Company, dated March 8, 1834, and recorded in Strafford County Records, book 159, page 328. To have and to hold said remised premises, with all the privileges thereto belonging, to the said Belknap Company, and their assigns, forever.

In witness whereof, we have hereunto set our hands and the seal of said bank, this eighteenth day of March, A.D. 1846.

THE PRESIDENT, DIRECTORS, AND COMPANY OF WINNIPISEOGEE BANK.
By EBENEZER COE,
J. P. PITMAN. [SEAL.]

Signed, sealed, and delivered
in presence of us,
JOHN T. COFFIN,
H. L. HAZELTON.

State of New Hampshire, Belknap, *ss.*

March 18, 1846.

Then personally appeared the within named president, directors, and company, by Ebenezer Coe and Joseph P. Pitman, and acknowledged the within instrument to be their voluntary act and deed.

Before me,
H. L. HAZELTON,
Justice of Peace.

Received, March 18, 1846.

Examined by
NATHANIEL EDGERLY,
Recorder.

Belknap County Records, book 8, page 447.
A true copy. Examined by
NATHANIEL EDGERLY,
Recorder.

23. Deed. John Chase to Simeon Chase.

Know all men by these presents, that I, John Chase, of Dunbarton, in the county of Merrimac, and State of New Hampshire, gentleman, for and in consideration of the sum of thirteen hundred dollars, to me in hand, before the delivery hereof, well and truly paid, by Simeon Chase, of Dover, in the county of Strafford, and State aforesaid, gentleman, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Simeon Chase, his heirs and assigns, forever, a certain tract or parcel of land situated in Meredith, in said county of Strafford, near Meredith bridge, so called, and bounded as follows, to wit: Beginning by the old Province road, at the northwest corner of the bank lot, at a stake and stones, and running by said road as the fence now runs in a northwesterly direction, tlll it strikes land of H. H. Orne, at a stake and stones; thence turning in a northeasterly direction by land of the said Orne, as the fence now runs, till it strikes the new road, so called, at a stake and stones; thence turning and running in a southeasterly direction by said new road, till it strikes the bank lot at a stake and stones; thence turning and running in a southwesterly direction by said bank lot, as the fence now runs, till it strikes the bounds first mentioned, containing one acre more or less, and *and* being the same and all the lot where Ebenezer Danford now lives; and also another tract or parcel of land situated in said Meredith, near Meredith bridge, so called, and bounded as follows, to wit: On the north by land of Seth Cheney, on the west by the canal leading to the cotton factory, on the south by land of Samuel H. Bean and widow, Rebecca Bean, on the east by Winnipiseogee river, with all my water privilege belonging to said lot, and in said river at said place, and being the *the* same land and water privilege I purchased of Stephen Perley, Esquire, by deed of the said Perley to me, dated January 27, 1816, recorded in Strafford Records, lib. 92, fol. 267, containing one-eighth of an acre, more or less, with the blacksmith shop standing on the same, and all the machinery in said shop belonging to me. The words "running" and "land of," interlined before signing. To have and to hold the said granted premises, with all the privileges and appurtenances to the same, belonging to him, the said Simeon Chase, and his heirs and assigns, to his and their only proper use and benefit, forever. And I, the said John Chase, and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said Simeon Chase, and his heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever:

and that I and my heirs, executors, and administrators shall and will warrant and defend the same to the said Simeon Chase, and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Nancy Chase, wife of the said John Chase, in consideration aforesaid, do hereby relinquish my right of dower in the before-mentioned premises.

In witness whereof, we have hereunto set our hands and seals, this fifteenth day of June, in the year of our Lord one thousand eight hundred and twenty-nine.

JOHN CHASE. [SEAL.]
NANCY CHASE. [SEAL.]

Signed, sealed, and delivered
in presence of us,
HENRY H. ORNE,
JOHN HORNE.

State of New Hampshire, Strafford, *ss.*

June 15, A.D. 1829.

Personally appearing, the above-named John Chase acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

HENRY H. ORNE,
Justice of Peace.

Received, August 28, 1837.

Examined by
G. L. WHITEHOUSE,
Recorder.

Strafford County Records, book 174, page 470.
Copy examined by
A. H. YOUNG,
Register.

24. Deed. Simeon Chase to Nathan Bagley.

Know all men by these presents, that I, Simeon Chase, of Meredith, in the county of Strafford and State of New Hampshire, for and in consideration of the sum of two thousand six hundred and fifty dollars, to me in hand, before the delivery hereof, well and truly paid, by Nathan Bagley, of the same Meredith, yeoman, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Nathan Bagley, his heirs and assigns, forever, the following described tract or parcel of land and water-privilege, with the buildings standing thereon, situate in said Meredith, in the village at Meredith bridge, to wit: being the same land, water privilege, and building which I purchased of John Chase, by his deed, dated June 15th, A.D. 1829; and the same land and

privilege which said John purchased of Stephen Perley, and by said Perley's deed, dated 27th January, A.D. 1816, recorded Strafford Records, lib. 92, fol. 267; said land being bounded as follows, to wit: on the north by land of the Aquedochton Cotton Mill Company; on the west by the canal leading from the Winnipiseogee river to the Avery factory; on the south by land of Samuel H. Bean and widow Rebecca Bean; and on the east by said Winnipiseogee river; said privilege and buildings being the water privilege, and machine shop, and blacksmith's shop appurtenant to, connected and standing on said land, with all the wheels, drums, and other fixtures, and all the said Simeon Chase's, Esq., machines and tools, now in and belonging to said shop, including among said tools the patterns and drafts owned by said Chase, which are now at Dover, or at the furnace near Batchelder's mills; and also all articles of manufacture and pieces of work, wholly or partially completed; and all the stock and materials, of every description, now in said shop and upon said premises, belonging to said Simeon Chase, including in said stock the pile of white ash plank now lying near said Chase's barn. Except the deficient parts of the lots of cotton machinery which said Chase is now building in said shop, and the stock and materials upon which said Chase has commenced making for the *finisting* of said machinery. To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him, the said Nathan Bagley, and his heirs and assigns, to his and their only proper use and benefit forever. And I, the said Simeon Chase, for myself and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said Nathan Bagley, and his heirs and assigns, that, until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators, shall and will warrant and defend the same to the said Nathan Bagley and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Betsey Chase, wife of the said Simeon Chase, in consideration aforesaid, do hereby relinquish my right of dower in the before-mentioned premises.

In witness whereof, we have hereunto set our hands and seals, this June, day of , in the year of our Lord one thousand eight hundred and thirty-three.

SIMEON CHASE. [SEAL.]
BETSEY CHASE. [SEAL.]

Signed, sealed, and delivered, in the presence of us,
JOHN T. COFFIN,
GEO. Y. SAWYER.

[REC. CCXCIX. D. T. 1860.]—34

State of New Hampshire, Strafford, *ss.*

10th June, A.D. 1833.

Personally appearing, the above-named Simeon Chase acknowledged the foregoing instrument to be his voluntary act and deed, before me.

GEO. Y. SAWYER,
Justice of the Peace.

Received, January 7, 1834.
Examined by G. L. WHITEHOUSE,
Recorder.

Strafford County Records, book 160, page 83.
Copy examined by ANDW. H. YOUNG,
Regr.

25. Deed. Nathan Bagley to Strafford Cotton Mill Co.

Know all men by these presents, that I, Nathan Bagley, of Meredith, in the county of Strafford and State of New Hampshire, yeoman, for and in consideration of the sum of two thousand six hundred and fifty dollars, to me in hand, before the delivery hereof, well and truly paid, by the Strafford Cotton Mill Company, of the same county and State, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Strafford Cotton Mill Company, their heirs and assigns, forever, the following described tract or parcel of land and water privilege, with the buildings standing thereon, situate in said Meredith, at Meredith bridge village, it being the same land, water privilege, and building which I purchased of Simeon Chase, by his deed, dated June 10th, 1833; and the same land and privilege which said Simeon purchased of John Chase, by his deed, dated June 15, 1829; and the same land and privilege which said John purchased of Stephen Perley, as appears by said Perley's deed, dated 27th January, A.D. 1816, recorded, Strafford, lib. 92, folio 267, said land being bounded as follows, to wit: On the north by land of the Aquedochton Cotton Mill Company; on the west by the canal leading from the Winnipiseogee river to the Avery factory; on the south by land of Samuel H. Bean and widow Rebecca Bean; and on the east by said Winnipiseogee river; said privilege and buildings being water privilege, and machine shop, and blacksmith shop, appertaining to, connected with, and standing on said land, together with all the wheels, drums, and other fixtures, and all the engines, machines, and tools now in and belonging to said shop, including among said tools the patterns and drafts, and also all the articles of manufacture and pieces of work wholly or partly completed; and all the stock and material, of every description, now in said shop, and upon said premises.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same, belonging to them the said Strafford Cotton Mill Company, and their heirs and assigns, to them and their only proper use and benefit forever. And I, the said Nathan Bagley, and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said Strafford Cotton Mill Company, and their heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; and that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators, shall and will warrant and defend the same to the said Strafford Mill Company, and their heirs and assigns, against the lawful claims amd demands of any person or persons whomsoever.

And I, Rhoda Bagley, wife of the said Nathan Bagley, in consideration aforesaid, do hereby relinquish my right of dower in the before-mentioned premises.

In witness whereof, I have hereunto set my hand and seal, this second day of November, in the year of our Lord one thousand eight hundred and thirty-three.

NATHAN BAGLEY. [SEAL.]
RHODA BAGLEY. [SEAL.]

Signed, sealed, and delivered, in presence of us,
SAMUEL G. SANBORN,
JOHN PHILBRICK.

State of New Hampshire, Strafford, *ss.*

November 2d, A.D. 1833.

Personally appearing, the above-named Nathan Bagley acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
DANIEL G. SANBORN,
Justice of Peace.

Received November 5, 1833.
Examined by
G. L. WHITEHOUSE,
Recorder.

Strafford County Records, book 158, page 328.
A true copy.
Attest, AND. H. YOUNG,
Recorder.

26. Deed. Eliza P. Cheney, administratrix, to Andrew Steele.

Know all men by these presents, that I, Eliza P. Cheney, of Meredith, in the county of Strafford, and State of New Hampshire, widow,

administratrix of the estate of Seth Cheney, late of said Meredith, gentleman, deceased intestate, by virtue of a license from the Court of Probate for the said county of Strafford, granted at a Court of Probate holden at Sanbornton, in said county of Strafford, on the third day of March, A.D. 1831, authorizing me to sell at public auction so much of the real estate of the said deceased as shall be sufficient to raise the sum of seven hundred dollars, to pay and discharge the debts and demands existing against the estate of said deceased, with incidental charges; and in consideration of the sum of three hundred and sixty-one dollars to me in hand, before the delivery hereof, paid by Andrew Steele, of Dover, in said county of Strafford, machinist, the receipt whereof I do hereby acknowledge, have granted, bargained, and sold, and do hereby, in my said capacity, grant, bargain, sell, convey, and confirm, unto the said Andrew Steele, his heirs and assigns, forever, a certain piece or parcel of land, with the shop standing on the same, and the water privilege thereto belonging, situate in said Meredith, near Meredith bridge, on the Winnipiseogee, and near the blacksmith shop of Chase & Heathon, and the same owned and occupied by the said Seth Cheney in his lifetime, to be occupied and enjoyed by the said Andrew Steele, with all the privileges thereto belonging, in the same as ample a manner as the said Seth Cheney in his lifetime, or his grantor, occupied and enjoyed said premises. For a more particular description of said premises, reference may be had to the deed of said John Chase to the said Seth Cheney and Thomas Babb, dated November 7, 1831. Recorded in Strafford Records, November 10, 1821, lib. 112, fol. 93.

To have and to hold the same, with all the privileges and appurtenances thereof, to him the said Andrew Steele, his heirs and assigns, forever. And I do hereby, in the capacity aforesaid, covenant with the said Steele, his heirs and assigns, that the said Seth Cheney died seized of the premises; that I was duly licensed by said court to sell the same; and that it was necessary that the same should be sold, for the purposes aforesaid. That previous to the sale, I took the oath by law prescribed, and gave notice of said sale, according to law; and that the said Andrew Steele offered most for the said premises; and the same was thereupon struck off to him, for the sum aforesaid, at public vendue held on the premises, in said Meredith, on the nineteenth day of March, A.D. 1831, at two of the clock in the afternoon. And I do further, in the capacity aforesaid, covenant with the said Andrew Steele, his heirs and assigns, that the premises are free of incumbrances; and that I will warrant and defend the same to him the said Andrew Steele, his heirs and assigns, against the lawful claims of any person claiming by, from, or under me, in the capacity of administratrix aforesaid.

In witness whereof, I have hereunto set my hand and seal this twenty-first day of March, A.D. 1831.

ELIZA P. CHENEY. [SEAL.]

Signed, sealed, and delivered
in presence of us,
HENRY H. ORNE,
S. C. LYFORD.

State of New Hampshire, Strafford, *ss.*

March 21, 1831.

Personally appearing, the said Eliza P. Cheney acknowledged before-written instrument, by her subscribed, to be her voluntary act and deed.

Before me,
STEPHEN P. LYFORD,
Justice of Peace.

Received March 25, 1831.
Examined by
JOSEPH CROSS,
Register.

Strafford County Records, book 144, page 470.
Copy examined by
ANDW. H. YOUNG,
Register.

27. Deed. Andrew Steele to Simon Chase et als.

Know all men by these presents, that I, Andrew Steele, of Dover in the county of Strafford, in the State of New Hampshire, yeoman, for and in consideration of the sum of four hundred dollars to me in hand, before the delivery hereof, well and truly paid, by Simon Chase, Stephen C. Lyford, and Alexander Beman and Otis Beman, of Meredith, and Daniel Burnham of Gilford, all in said county, gentlemen, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Chase, Lyford, Alexander, Otis, and Burnham, their heirs and assigns, forever, a certain tenement, situate in said Meredith, and in the village of Meredith bridge, being the tenement formerly owned by Seth Cheney, late of said Meredith, deceased, containing one-eighth of an acre of land, be the same more or less, and bounded as follows, to wit: southerly by the land on which said Chase's machine shop stands, westerly by land of Avery and Coffin, and northerly and easterly by the water, and is the tenement called Cheney's shop, with the water privilege thereto belonging; and the said grantees are to hold said premises in the following proportions, to wit: said

Chase is to hold one-fourth part, said Lyford and said Burnham one-fourth part each, and the other fourth part by said Alexander and Otis.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same, belonging to them, the said Chase, Lyford, Burnham, Alexander, and Otis, and their heirs and assigns, to them and their only proper use and benefit, forever. And I, the said Steele, and my heirs, executors, and administrators, do hereby covenant, grant, and agree, to and with the said Chase, Lyford, Burnham, and Bemans, and their heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof, in my own right, in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators, shall and will warrant and defend the same to the said grantees, and their heirs and assigns, against the lawful claims and demands of any person or persons whomsoever, claiming by, from, or under me.

And I, Nancy Steele, wife of said Steele, do hereby relinquish all right, title to dower in said premises, by giving this conveyance.

In witness whereof we have hereunto set our hands and seals, this sixteenth day of January, in the year of our Lord one thousand eight hundred and thirty-two.

ANDREW STEELE. [SEAL.]
ANN STEELE. [SEAL.]

Signed, sealed, and delivered
in presence of us,
JAMES BARTLETT,
JACOB P. BOODY.

State of New Hampshire, Strafford *ss.*

January 16.

The above-named Andrew Steele personally appearing, acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,
JAMES BARTLETT,
Jus. Peace.

Received February 22, 1832.
Examined by
JOSEPH CROSS,
Recorder.

A true copy.
Attest,
A. H. YOUNG,
Register.

28. Deed. Daniel Burnham to Alexander Beman et al.

Know all men by these presents, that I, Daniel Burnham, of Gilford, in the county of Strafford, State of New Hampshire, yeoman, for and in consideration of one hundred dollars, to me in hand, before the delivery hereof, paid by Alexander Beman and Otis Beman, both of Meredith, in said county of Strafford and State aforesaid, have remised, released, and forever quitclaimed, and by these presents, do remise, release, and forever quitclaim, unto the said Alexander and Otis, their heirs and assigns, forever, one-quarter part of a certain tenement, situate in said Meredith, and in the village at Meredith bridge, being the tenement formerly owned by Seth Cheney, late of said Meredith, deceased, containing one-eighth of an acre of land, be the same more or less, and is the same that was deeded to me by Andrew Steele, on the sixteenth of January last, and recorded Strafford Records, lib. 153, folio 102.

To have and to hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to them, the said Alexander and Otis, their heirs and assigns, forever. And do hereby covenant with the said Alexander and Otis, that I will warrant and defend the said premises to them the said Alexander and Otis, their heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from, or under me.

In witness whereof I have hereunto set my hand and seal, this fourth day of June, in the year of our Lord one thousand eight hundred and thirty-two.

DANIEL BURNHAM. [SEAL.]

Signed, sealed, and delivered
in presence of us,
HENRY J. FRENCH,
S. C. LYFORD.

State of New Hampshire, Strafford, *ss.*

June 4th, A. D. 1832.

Personally appearing, the above-named Daniel Burnham, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me, S. C. LYFORD,
Justice of the Peace.

Received September 22, 1832.
Examined by
JOSEPH CROSS,
Recorder.

Strafford County Records, Book 148, page 384.
A true copy. Attest,
A. H. YOUNG,
Register.

29. Deed. Simeon Chase to Stephen Moody.

Know all men by these presents, that I, Simeon Chase, of Meredith, in the county of Strafford, in the State of New Hampshire, machinist, for and in consideration of the sum of one hundred dollars, to me in hand, before the delivery hereof, well and truly paid, by Stephen Moody, of Gilmanton, in said county, Esquire, the receipt whereof I do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Stephen Moody, his heirs and assigns, forever, one undivided eighth part of a certain tenement, situate in said Meredith, and is the same tenement now owned by me and Alexander and Otis Beman and Stephen C. Lyford, and now fitted up for a cotton factory, and is the same tenement which was conveyed to the said owners by Andrew Steele, by his deed, dated the sixteenth day of January, A. D. 1832, and recorded lib. 153, fol. 102, reference to said deed being had for a more perfect description of said tenement, it containing one-eighth of an acre, be the same more or less. To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him, the said Stephen Moody, and his heirs and assigns, to his and their only proper use and benefit, forever. And I, the said Chase and my heirs, executors, and administrators, do hereby covenant, grant, and agree to and with the said Moody and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors, and administrators shall and will warrant the same to the said Moody and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Betsey Chase, wife of the said Simeon Chase, in consideration aforesaid, do hereby relinquish my right of dower in the beforementioned premises. In witness whereof I have hereunto set my hand and seal, this eighteenth day of September, in the year of our Lord one thousand eight hundred and thirty-two.

SIMEON CHASE. [SEAL.]
BETSEY CHASE. [SEAL.]

Signed, sealed, and delivered
in presence of us,
ISAAC M. PARKER,
S. C. LYFORD.

State of New Hampshire, Strafford, *ss.*

Personally appearing, the above-named Stephen Moody acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

S. C. LYFORD,
Jus. Peace.

Received October 22, 1832.

Examined by

JOSEPH CROSS,
Recorder.

Strafford County Records, Book 154, page 194.
A true copy. Attest,

ANDREW H. YOUNG,
Register.

30. Deed. Alex. Beman et als. to Aquedochton Cotton Mill Co.

Know all men by these presents, that we, Alexander Beman, Otis Beman, Stephen C. Lyford, and Simeon Chase, of Meredith, and Stephen Moody, of Gilmanton, all in the County of Strafford, in the State of New Hampshire, gentlemen, for and in consideration of five hundred dollars, to us in hand, before the delivery hereof, paid by the Aquedochton Cotton Mill Company, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim, unto the said company and their assigns, forever, all our title and interest in and upon the following premises, to wit: A certain mill and privilege situate in said Meredith, and at the head of the canal leading to the Avery Factory Company's Cotton Factory, and bounded westerly by said canal, northerly by the river, and easterly by the river, and southerly by land of Simeon Chase, and is the same tenement which Andrew Steele conveyed to said Lyford, Beman, Chase, and Daniel Burnham, by his deed, dated January sixteenth, 1832, reference thereto being had; to have and to hold the said remised premises, with all the privileges and appurtenances thereto belonging, to the company and their assigns, forever. And we do hereby covenant with the said company, that we will warrant and defend said premises, to the company and their assigns, against the lawful claims and demands of any person or persons claiming by, from, or under us.

In witness whereof, we have hereunto set our hands and seals, this 18th day of February, in the year of our Lord one thousand eight hundred and thirty-three.

ALEXANDER BEMAN. [SEAL.]
OTIS BEMAN. [SEAL.]
S. C. LYFORD. [SEAL.]
SIMEON CHASE. [SEAL.]
STEPHEN MOODY. [SEAL.]

Signed, sealed and delivered in presence of us,
H. L. HAZELTON,
S. H. STEVENS.

State of New Hampshire, Strafford, *ss.*

Personally appearing the above-named Alexander, Otis, Lyford, Chase, and Moody, acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,
GEO. Y. SAWYER,
Justice of the Peace.

Received February 28, 1833.
Examined by
JOSEPH CROSS,
Recorder.

Strafford County Records, Book 155, page 217.
A true copy.
Attest, ANDREW H. YOUNG,
Register.

31. Deed. Aquedochton Cotton Mill Co. to Strafford Cotton Mill.

Know all men by these presents, that the Auquedochton Cotton Mill Company, a corporation existing in the State of New Hampshire, under that corporate name, established by the laws of said State, for and in consideration of the sum of six thousand dollars, to Alexander Beaman, agent of said company, in hand, before the delivery hereof, well and truly paid by the Strafford Cotton Mills, a corporation existing in said State, under that corporate name, established by the laws of said State, for and on account of said Aquedochton Cotton Mills Company, the said Alexander Beaman, the receipt whereof do thereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm, unto the said Strafford Cotton Mills Company, their successors and assigns, forever, the following described mill, mill privilege, machinery, and tools, to wit: All that privilege lying on the Meredith side of Winnipiseogee river, adjacent to the falls in said river, in the village at Meredith bridge, known as the Aquedochton mill privilege, with the parcel of land appertaining thereto, the mill and buildings standing thereon, and all the tools, engines, and machinery belonging to said mills, being the same mill, mill privilege, and machinery, occupied, used and improved by said Aquedochton Cotton Mill Company.

To have and to hold the said granted premises, with all the privileges and appurtenances to them belonging, to them, the said Strafford Cotton Mill Company, and their successors and assigns, to them and their only proper use and benefit, forever. And I, the said

Aquedochton Cotton Mill Company, and their successors and assigns, do hereby covenant, grant, and agree, to and with the said Strafford Cotton Mill Company, and their successors and assigns, that until the delivery hereof of said Aquedochton Company, is the lawful owner of the said premises, and is seized and possessed thereof in their own right, in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever; and that the said Aquedochton Cotton Mill Company, and their successors, shall and will warrant and defend the same, to the said Strafford Cotton Mill Company, and their successors, heirs, and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, I, Alexander Beaman, agent of said company, have hereunto set my hand and the seal of the corporation, this twenty-first day of January, in the year of our Lord, one thousand eight hundred and thirty-four.

THE AQUEDOCHTON COTTON MILL COMPANY.
By ALEXANDER BEAMAN, [SEAL.]
Agent.

Signed, sealed and delivered
in presence of us.
STEPHEN PERLEY,
H. L. HAZELTON.

State of New Hampshire, Strafford, *ss.*

January 21, 1834.

Personally appearing, the above-named Aquedochton Cotton Mill Company, by A. Beaman, acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

STEPHEN PERLEY,
Justice Peace.

Received March 18th, 1834.

Examined by
G. L. WHITEHOUSE,
Recorder.

Strafford County Records, Book 159, page 360.

Copy examined by
ANDREW H. YOUNG,
Register.

32. Act to change the Name of Strafford Cotton Mill Company.

State of New Hampshire, in the year of our Lord one thousand eight hundred and forty-two.

An Act to change the name of the Strafford Cotton Mill Company.

Be it enacted by the Senate and House of Representatives, in General Court convened, That the corporation now known and called "The Strafford Cotton Mill Company," in Meredith, in the county of Belknap, be hereafter called and known by the name of The Belknap Manufacturing Company, and law or usage to the contrary notwithstanding.

SAMUEL SWAZEY,
Speaker of the House of Representatives.
JOSIAH QUINCY,
President of the Senate.

Approved, December 15th, 1842.

HENRY HUBBARD,
Governor.

State of New Hampshire.

Secretary of State's Office.

I hereby certify that the foregoing is a copy of "An act to change the name of the Strafford Cotton Mill Company," approved December 15th, 1842, as by this record thereof in this office appears.

In testimony whereof, I have hereunto set my hand and affixed the seal of said State, this twenty-fifth day of August, Anno Domini 1858. [L. S.]

THOS. L. TULLOCK,
Secretary of State.

33. Deed; Belknap Manufacturing Company to Josh. C. Dodge et al.

Know all men by these presents, that the Belknap Manufacturing Company, by Nathan Crosby, of Lowell, in the county of Middlesex, in the commonwealth of Massachusetts, esquire, their agent, duly authorized, for and in consideration of the sum of one hundred dollars to said company, before the delivery hereof, well and truly paid, by Joshua C. Dodge and Alanson Tucker, junior, of Boston, in the county of Suffolk, in said commonwealth, merchants, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said Dodge & Tucker, their heirs and assigns, forever, all their right, title, and interest in the following parcels of lands, situate in Meredith, in the county of Belknap, in the State of New Hampshire, to wit, all the lands and

buildings and mills belonging to us, lying north of Mill street and adjoining Winnipiseogee river, *with three-twelfths of the water-power in said Meredith, at the Avery dam, so called*, together with the store occupied by Rufus W. Parker, and two tenements nearest to said store, in the block of four boarding-houses between said store and their factory building, with all the land westerly of a line to be drawn from Mill street southerly through the centre, between the two centre tenements in said block, through the shed and across the rear passway to land of Woodbury Melcher, and easterly of the main street; said passway to be kept open for the use of said company, and said company reserves the right to uncover at all times the canal passing through the parcel of land first described above, to draw water through said canal to their factory building south of said Mill street, to deepen said canal, to do any necessary repairs, and entered the same further into the river in its present direction, as their inclination or interest may require, and to raise the covering of said canal not exceeding one foot; and said company are to replace the covering upon said canal, without any unnecessary delay, but they are not to be at any expense for materials to cover the same northerly of said Mill street. And said company do also reserve the right at all times to enter upon said premises to repair the dam aforesaid, and to do all things necessary to preserve and continue the use of the water through said canal to their said mill, and this reservation is to said company and their assigns and successors forever.

To have and to hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to them, the said Dodge & Tucker, and their heirs and assigns, forever. And said company do hereby covenant with the said Dodge & Tucker that they will warrant and defend the said premises to them, the said Dodge & Tucker, their heirs and assigns, against the lawful claim and demands of any person or persons claiming by, from, or under said company.

The words "in its present direction" interlined before signing.

In witness whereof, they have hereunto set their hand and seal, this 15th day of February, in the year of our Lord one thousand eight hundred and fifty-three.

BELKNAP MANUFACTURING COMPANY,
By NATHAN CROSBY, [SEAL.]
Agent, duly authorized.

Signed, sealed, and delivered in presence of us,
S. C. LYFORD,
C. W. PARKER.

State of New Hampshire, Belknap, *ss.*

February 15, A. D. 1853.

Personally appearing the above-named company, by their said

agent, acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

S. C. LYFORD,
Justice of the Peace.

Received, February 15, 1853. Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, book 20, page 436. A true copy. Examined by

NATHL. EDGERLY,
Recorder.

34. Deed. Alanson Tucker et al. to John W. Busiel.

Know all men by these presents, that we, Joshua C. Dodge and Alanson Tucker, Jun., both of Boston, in the county of Suffolk, commonwealth of Massachusetts, merchants, in consideration of thirty-nine hundred dollars paid by John W. Busiel, of Gilford, in the county of Belknap, in the State of New Hampshire, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim, unto the said John W. Busiel, his heirs and assigns, forever, a certain parcel of land, situated in Meredith, and in the village at Meredith bridge, N. H., and described as follows, to wit: bounded on the westerly side by land of the heirs of Daniel Tucker, Esq., deceased; northerly by land occupied by Mr. Piper; and easterly by the Winnipiseogee river, until it comes within four and one-half feet of the northeasterly corner of the Morrison Woollen mill, so called; thence westerly, on a line parallel with the northerly end of said mill, at four and one-half feet distance therefrom, to the canal; thence southerly, on the canal to Mill street; thence westerly, on said Mill street, to the bounds first mentioned; with two-twelfths of the water belonging to the Meredith side of the Avery dam. Reserving the right to draw through the flume, from the Avery dam, one-twelfth of the water belonging to the Meredith side of said dam, for the use of said Morrison mill, with the right to enter at any and all times upon said deeded premises, to make repairs and to do all things necessary to preserve and continue the use of the water, reserving also all the privilege reserved by the Belknap Manufacturing Company, in their deed of said premises to us.

To have and to hold the above released premises, with all the privileges and appurtenances thereto belonging, to the said Busiel, his heirs and assigns, to their use and behoof forever. And we, the said Dodge and Tucker, for themselves and their heirs, executors, and administrators, do covenant with the said Busiel, his heirs and assigns, that the premises are free from all incumbrances made or suffered by us, or either of us. And I, J. M. C. Dodge, wife of Joshua C. Dodge, for the consideration expressed in this deed, do release, relin-

quish, and quitclaim all right and title to dower in the said premises, and that we will, and our heirs, executors, and administrators, shall warrant and defend the same to the said Busiel, his heirs, and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under us, or either of us, but against no other.

In witness whereof, we, the said Joshua C. Dodge and Alanson Tucker, Jun., have hereunto set our hands and seals this twenty-third day of February, in the year of our Lord eighteen hundred and fifty-three.

JOSHUA C. DODGE. [SEAL.]
ALANSON TUCKER, JR. [SEAL.]
J. M. C. DODGE. [SEAL.]

Signed, sealed, and delivered
in presence of
GEO. A. WHITNEY,
W. A. MACKINTOSH.

Suffolk, *ss.*

February 28, 1853.

Then personally appeared the above-named Dodge and Tucker, and acknowledged the foregoing instrument to be their free act and deed. Before me,

GEO. A. WHITNEY,
Justice of the Peace.

Received March 12, 1853.
Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, Book 20, page 532.
A true copy, examined by
NATHL. EDGERLY,
Recorder.

35. Mort. Deed. Belknap Manufacturing Company to Meredith Bridge, S. B.

At an adjourned meeting of the Belknap Manufacturing Company, holden on Tuesday, the 13th day of September, 1853, voted, that Nathan Crosby be authorized, in the name and for the company, to make and execute and deliver a good and sufficient deed in mortgage, to the Meredith Bridge Savings Bank, of all their real estate, with the buildings thereon, of the aforesaid Belknap Manufacturing Company, situated and being in said Meredith, consisting of one brick mill, with the machinery therein, one small mill, known by the name of Oregon mill; one counting-house, one store, and two tenements in

the so-called boarding-house block; said real estate being bound northerly by Mill street; easterly, by land of one Francis Boynton, and the Winnipiseogee river; southerly by land of A. J. Bachelder, and Woodbury Melcher; and easterly by land of Dodge and Tucker. This may certify that the above is a true copy of record.

Attest, CHARLES W. PARKER.

Know all men by these presents, that the Belknap Manufacturing Company, a corporation duly established by the laws of the State of New Hampshire, and doing business in Meredith, in the county of Belknap, and State aforesaid, for and in consideration of the sum of four thousand dollars to us in hand, before the delivery hereof, well and truly paid, by the Meredith Bridge Savings Bank, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Meredith Bridge Savings Bank, a corporation duly established by the laws of said State, and doing business in said Meredith, all the real estate, with the buildings thereon, of the aforesaid Belknap Manufacturing Company, situate and being in Meredith, consisting of one brick mill, with the machinery therein; one small mill, known by the name of the Oregon mill; one counting-house, one store, and two tenements in the boarding-house block; said real estate being bounded northerly by Mill street; easterly, by land of one Francis Boynton, and the Winnipiseogee river; southerly, by land of A. J. Bachelder and Woodbury Melcher; and westerly, by land of Dodge and Tucker, to have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to the said Savings Bank, and their only proper use and benefit, forever. And the said Belknap Manufacturing Company does hereby covenant, grant, and agree to and with the said Savings Bank, that until the delivery hereof, it is the lawful owner of the said premises, and is seised and possessed thereof, in its own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, and that it shall and will warrant and defend the same to the said Savings Bank, against the lawful claims and demands of any person or persons whomsoever.

The condition of the foregoing deed is such, that if Amos A. Taylor and Nathan Crosby, their heirs, executors, and administrators, or either of them, shall well and truly pay unto the said Meredith Bridge Savings Bank, the sum of four thousand dollars, according to the tenor of a certain promissory note, signed by the said Amos A. Taylor as principal, and the said Nathan Crosby as surety, wherein said Taylor and said Crosby, jointly and severally, promise to pay the Meredith Bridge Savings Bank or order, four thousand dollars on demand, with interest, dated July 9th, A. D. 1853, then the fore-

going deed is to be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, the said Belknap Manufacturing Company has hereunto set its name *od* seal, by Nathan Crosby, duly appointed thereto by said company, by their vote, hereto affixed, this fourteenth day of September, in the year of our Lord, one thousand eight hundred and fifty-three.

BELKNAP MANUFACTURING COMPANY, [SEAL.]
By N. Crosby, Agent thereto appointed.

Signed, sealed and delivered
in presence of us,
CHARLES W. PARKER,
W. S. GARDNER.

State of New Hampshire, Belknap, *ss.*

September 14, A. D. 1853.

Personally appearing, the above-named Nathan Crosby, acknowledged the foregoing instrument to be the voluntary act and deed of said Belknap Manufacturing Company.

JOHN TILTON,
Justice Peace.

Received, September 14, A. D. 1853, 9½ A. M.
Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, Book 21, page 549.
A true copy.
Examined by
NATHL. EDGERLY,
Recorder.

36. Mort. Deed. Belknap Manufacturing Company to Thomas Eastman.

At an adjourned meeting of the Belknap Manufacturing Company, holden on Tuesday, the 13th day of September, A. D. 1853, voted, that Nathan Crosby be further authorized to convey further in mortgage, subject to said mortgage to said savings bank, the said real estate of this company to Thomas Eastman, to secure the payment of two notes of said Amos A. Taylor, dated July 9th, A. D. 1853, the one for $1500, payment in two years, with interest annually, and the other for $3000, payable in three years, with interest annually.

This may certify that the above is a true copy of record.
Attest, CHARLES W. PARKER,
Clerk.

Know all men by these presents, that the Belknap Manufacturing

Company, a corporation duly established by the laws of the State of New Hampshire, and doing business in Meredith in the county of Belknap, and State aforesaid, for and in consideration of the sum of forty-five hundred dollars, to us in hand, before the delivery hereof, well and truly paid, by Thomas Eastman, of said Meredith, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto Thomas Eastman, of said Meredith, his heirs and assigns, forever, all the real estate, with the buildings thereon, of the aforesaid Belknap Manufacturing Company, situate and being in said Meredith, consisting of one brick mill, with the machinery therein, one counting-house, one small mill, known by the name of the Oregon mill, one store and two tenements in the so-called boarding-house block, said real estate being bounded northerly by Mill street, easterly by land of one Francis W. Boynton and the Winnipiseogee river, southerly by land of A. J. Bachelder and Woodbury Melcher, and westerly by land of Dodge and Tucker, the same having been conveyed in mortgage to the Meredith Bridge Savings Bank. To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to the said Thomas Eastman, and his heirs aad assigns, to his and their only proper use and benefit, forever. And the said Belknap Manufacturing Company does hereby covenant, grant, and agree, to and with the said Thomas Eastman, and his heirs and assigns, that until the delivery hereof, it is the lawful owner of the said premises, and is seised and possessed thereof, in its own right, in fee simple, and have full power and lawful authority to grant and convey the same, in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever, excepting as above, and that said company shall and will warrant and defend the same to the said Thomas Eastman, or his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

The condition of the foregoing deed is such, that if Amos A. Taylor, of Lowell, in the county of Middlesex and commonwealth of Massachusetts, his heirs, executors, and administrators, shall well and truly pay unto the said Thomas Eastman, his heirs and assigns, said sum of forty-five hundred dollars, according to the tenor of two prommissory notes, signed on the ninth of July, A. D. 1853, wherein the said Amos A. Taylor promises to pay the said Thomas Eastman, the sum of three thousand dollars, in three years from the said ninth day of said July, with interest annually, *ad* the sum of fifteen hundred dollars, in *too* years from said ninth day of said July, with interest annually, then the foregoing deed is to be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, the said Belknap Manufacturing Company has hereunto set its name *ol* corporate seal, by Nathan Crosby, the agent of said company, duly authorized therefor by a vote of said company,

hereto affixed, this fourteenth day of September, in the year of our Lord one thousand eight hundred and fifty-three.

BELKNAP MANUFACTURING COMPANY, [SEAL.]
By N. Crosby, Agent thereto appointed.

Signed, sealed, and delivered
in presence of us,
W. J. GARDNER,
CHARLES W. PARKER.

State of New Hampshire, Belknap, *ss.*

September 14, A. D. 1853.

Personally appearing, the above-named Nathan Crosby acknowledged the foregoing instrument to be the voluntary act and deed of said Belknap Manufacturing Company.

JOHN TILTON,
Justice Peace.

Received, September 17, 1853, 10¾ A. M.
Examined by
NATHL. EDGERLY,
Recorder.

Belknap County Records, Book 21, page 550.
A true copy.
Examined by
NATHL. EDGERLY,
Recorder.

37. Writ Ex'on. Thos. Eastman *v.* Belknap M'g Co.

[L. S.] The State of New Hampshire, Belknap, *ss.*

To the sheriff of any county of this State, or his deputy. Whereas, Thomas Eastman, of Laconia (formerly Meredith), in said county, gentleman, by the consideration of our Court of Common Pleas, holden at Gilford, in said county of Belknap, on the first Tuesday of September, Anno Domini 1855, recovered judgment against the Belknap Manufacturing Company, a corporation duly established by the laws of State, and Josiah Gates, of Lowell, in the county of Middlesex and commonwealth of Massachusetts, manufacturer, for all the real estate, with the buildings thereon, of the aforesaid Belknap Manufacturing Company, situate and being in said Meredith (now Laconia), consisting of one brick mill, with the machinery therein, one small mill known by the name of the Oregon mill, one counting-house, one store, and two tenements in the so-called boarding-house block, said real estate being bounded northerly by Mill street, easterly by land of one Francis W. Boynton and the Winnipiseogee river, southerly by land of A. J. Bachelder and Woodbury Melcher, and westerly by land of Dodge & Tucker.

Judgment for $9104 95, and costs taxed at twelve dollars twenty-six cents, as appears of record. We command you therefore, that without delay you cause said Thomas Eastman to have possession of said premises: we also command you that of the goods, chattels, or lands of the said debtor, in your precinct, you cause to be levied and paid to said creditor the aforesaid sum, with lawful interest thereon, and forty cents more for this writ and your own fees. And make return of this writ, with your doings therein, unto said court, to be holden at Gilford, in said county, upon the third Tuesday of February next.

Witness, Jonathan Kittredge, Esq., the sixteenth day of November, Anno Domini 1855.

S. L. BALDWIN,
Clerk.

A true copy. Attest,

S. C. CLARK,
Clerk.

Belknap, *ss.*

November 16, 1855.

I have caused the within-named Thomas Eastman to have full seisin and possession of the premises within described as within commanded.

BARTLETT HILL,
Sheriff.

Fees: Travel, . . .06
Service, . . .23
Trouble and detri'ent, .50

$ .79

Received of Bartlett Hill, sheriff, full seisin and possession of the within-described premises.

THOS. EASTMAN.

November 16, 1855.

A true copy. Attest,

S. C. CLARK,
Clerk.

38. Bond. Thos. Eastman to Holmes Ammidown.

Know all men by these presents, that I, Thomas Eastman, of Laconia, in the county of Belknap, and State of New Hampshire, am held and stand firmly bound into Holmes Ammidown, of Boston, in the county of Suffolk, and commonwealth of Massachusetts, in the sum of seventeen thousand dollars, to which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal, and dated this first day of December. A. D. 1856.

The condition of the foregoing obligation is such, that whereas the said Thomas Eastman has bargained with the said Holmes Ammidown for the sale and conveyance to him of the Belknap mills, so called, situated in Laconia, in said county of Belknap, consisting as follows: First, the right to use for power through a canal leading from one of the outlets to the Avery dam, so called, through intermediate lands where the canal is now located to the said mills, all of the water rights which fell to the mills hereby bounded, upon a division of the Belknap mills as formerly constituted, between the said Eastman and Nathan Crosby, of Lowell, Mass., of the one part, and Messrs. Dodge & Tucker, of Boston, Mass., of the other part, being all of the water rights now or formerly owned by said Eastman, and Eastman and Crosby, being seven-twelfths of one-half of all the water which flows to said dam by the Winnipiseogee river, according to the division of said half of said water by said river, which is used on the Meredith side of said river, and according to all the restrictions and limitations expressed and implied, that controls all the other parties who have rights, or right to draw and make use of the water from said dam upon the said Meredith side of said river, with the privilege of entering the intermediate lands through which said canal passes, to view and make reconstructions and repairs to the dam, canal, and flume, at any and all times as shall be needful; second, consisting of the land and all the buildings thereon, and the machinery *and the machinery* contained therein, and upon the premises, as contained in my sale by bond to Samuel T. Thomas, dated January 9th, A. D. 1856, which was intended to include all the machinery and fixtures on the premises at said time, and has bargained for the release and quitclaim of all his right, title, and interest in and to any and all of the machinery, fixtures, and improvements made to said machinery, fixtures, and buildings by said Thomas, the said land and premises being situated and bounded as follows: Northerly by Milk street, easterly by land of Francis W. Boynton and the Winnipiseogee river, southerly by land of Alvan J. Batchelder and Woodbury Melcher, and westerly by land now or formerly of Dodge & Tucker, embracing all the land, buildings, machinery and fixtures, property and rights contained within said limits belonging thereto, as possessed by the Belknap Mills Company, for the sum of twelve thousand and three hundred dollars, by the said Ammidown to be paid to the said Eastman, as follows: three thousand dollars upon the delivery hereof, one thousand dollars in twelve months from the date hereof, sixteen hundred and fifty dollars in eighteen months from the date hereof, and sixteen hundred and fifty dollars in twenty-four months from the date hereof, with interest, semi-annually, on the above sums until paid; and shall also pay to the Meredith Bridge Savings Bank, a corporation having its place of business in Laconia in said county of

Belknap, the further sum of five thousand dollars in twelve months from the date hereof, if so soon required by said bank, with interest thereon, semi-annually, until the same shall be paid, said five thousand dollars to be applied in payment of said Eastman's note to said bank this day given for said sum, making altogether in the sums aforesaid to be paid by the said Ammidown as above set forth, twelve thousand and three hundred dollars, with interest, on the balance unpaid at this time, nine thousand and three hundred dollars, to be paid semi-annually as aforesaid. And the *And the* said Ammidown shall at all times during said period of twenty-four months, keep the property insured for seven thousand dollars, for the benefit of said Eastman, to be paid to him in case of loss to the extent of what may be due to said Eastman at the time such loss may occur, and no more; and whereas said property is now insured at such offices as are now considered safe and responsible, for said Eastman's benefit, it is understood and agreed that the renewal of so much of said insurance policies as shall equal seven thousand dollars with the same offices so long as they are considered responsible, or obtaining said amount of insurance at other offices of similar character and responsibility, for said Eastman's benefit, as soon as the present policies expire, and the delivery of said insurance policies to him, said Eastman, within fifteen days after the issuing of the same, shall be deemed as fulfilling the obligation of said Ammidown on the part of insurance, and shall keep properly paid all assessments and cost in consequence thereof, and shall pay and have discharged all taxes that may be assessed upon said property during said time, and not hold the said Eastman liable for any taxes which may be assessed upon said property, nor for any improvements, repairs, alterations, and additions that have been made upon said property by said Thomas or his authority, or for any such liabilities hereafter, except for the taxes for the present year, A. D. 1856, and the repairs made to the dam and flume before December 1st, A.D. 1856, which said Thomas, or the said estate or property may now be liable for, but to forfeit any and all improvements, alterations, and additions to said machinery, with the repairs on same, upon a failure to comply with the conditions aforesaid, except independent and additional machinery which may be added by said Ammidown during said term may be removed by him during said term, it being understood that said Ammidown is to go into immediate possession of said premises, and is to be entitled to retain possession as long as he complies in all respects with the conditions of this obligation. Now therefore, upon the performance of the above stipulations by the said Ammidown, if the said Eastman shall make, execute, and deliver to him his good and sufficient warranted deed, in common form, of the premises aforesaid, and his release of all other property in and about said premises, this obligation shall be void and of no further effect, otherwise in force.

In witness whereof I have hereunto set my hand and seal, this day and year before written.

Signed, THOS. EASTMAN. [L. S.]

Signed, sealed, and delivered in presence of
Signed, E. A. HIBBARD,
JOHN F. COFFIN.

A true copy.

Attest, SIDNEY BARTLETT, JR.

39. Deed. John Nesmith to W. L. C. and W. M. Co.

Know all men by these presents that I, John Nesmith, of Lowell, county of Middlesex, and commonwealth of Massachusetts, in consideration of fifty-four thousand six hundred and fifty-eight and $\frac{50}{100}$ dollars, to me paid, by the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, the receipt whereof is hereby acknowledged, do hereby grant, remise, release, and forever quitclaim, and do for myself and my heirs, by these presents, remise, release, and forever quitclaim unto the said company, their successors and assigns, all the right, title, and interest in and to the land and other property lying in the counties of Belknap and Merrimac, in the State of New Hampshire, conveyed to me by the following described deeds, viz.: Jona. Sanborn and Jas. Garland, dated April 2d, 1846, recorded in Merrimac registry book 82, page 154; John Sanborn, dated April 2d, 1846, recorded in Merrimac registry book 82, page 149; Abigail Sanborn, dated March 30, 1846, recorded in Merrimac registry book 82, page 150; Joseph Noyes, March 21, 1846, same registry book 82, page 153; Jeremiah Sanborn, April 2, 1846, same registry book 82, page 152; Jeremiah Sanborn, July 11, 1846, same registry book 86, page 2; Samuel Locke, July 15, 1846, same registry book 82, page 586; Sarah Smith, July 13, 1846, same registry book 82, page 539; Jas. Garland, July 14, 1846, same registry book 82, page 540; Abigail Sanborn, July 14, 1846, same registry book 86, page 3; James Clark, July 14, 1846, same registry book 86, page ; Jeremiah , July 16, 1846, same registry book 82, page 537; Jonathan Farwell, July 15, 1846, same registry book 86, page 5; James Cochran, July 16, 1846, same registry book 82, page 538; Nathan S. Morrison, dated July 16, 1846, same registry book 80, page 412; Lurama Gilman, July 17, 1846, same registry book 83, page 127; Lurama Gilman, July 14, 1846, same registry book 80, page 415; Joseph F. Gilman, July 17, 1846, same registry book 86, page 4; Thomas, Thacher, and William G. Billings, June 15, 1846, same registry book 80, page 413; Asa Wiggin and Mason Morse, May 5, 1846, Belknap registry book 8, page 589; Josiah H. Philbrick, July 15, 1846, Belknap registry book 9, page 152; Josiah Philbrick,

July 15, 1846, Belknap registry book 9, page 151; Alexander H. Tilton and George S. Baker, July 16, 1846, Belknap registry book 9, page 153; James Colburn, Caleb, Merrill, and Esther Layford, dated February 21, 1846.

To have and to hold the aforementioned premises, with all the privileges and appurtenances thereunto belonging, to them, the said corporation, their successors and assigns, forever, so that neither I, the said Nesmith, nor my heirs, or any person or persons claiming from or under me or them, or in the name, right, or stead of me or them, shall or will, by any way or means, have, claim, or demand any right or title to the aforesaid premises or their appurtenances, or to any part or parcel thereof, forever; that I will warrant and defend the same from all incumbrances so far as made by me, but not otherwise.

In witness whereof I, the said Nesmith, together with Harriet, wife of said Nesmith, in token that she relinquishes her right of dower in the premises, have hereunto set our hands and seals, this eighth day of September, in the year of our Lord eighteen hundred and forty-six.

JOHN NESMITH. [L. S.]
HARRIET NESMITH. [L. S.]

Executed and delivered in
presence of us,
NATHAN F. CRAFTS, JR.,
HENRY D. PHELPS.

MOSES P. LOWELL,
JAMES BELL,
Witnesses to signature of Harriet Nesmith.

Commonwealth of Massachusetts, Middlesex, *ss.*

September 8, 1846.

Then personally appeared the within-named John Nesmith, and acknowledged the within instrument to be his free act and deed.

Before me,
HENRY D. PHELPS,
Justice of the Peace.

Received and recorded December 9, 1846.
Examined.
R. T. LEAVITT,
Register.

Recorded Merrimac Records, lib. 83, fol. 203.
A true copy of record.
Attest, JAMES FELLOWS,
Register.

40. Certificate of J. Fellows as to John Nesmith's deed.

I, James Fellows, register of deeds for Merrimac county, hereby certify that I have examined the record in my office of the deeds referred to in the deed of John Nesmith to the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, dated September 8, 1846, and find the consideration expressed in the several deeds therein referred to to be as follows:

Jona. Sanborn et al.	to John Nesmith,	. .	$1600
" "	"	. .	300
Abigail Sanborn	"	. .	100
Joseph Noyes	"	. .	2600
Jeremiah Sanborn	"	. .	300
"	"	. .	1000
Samuel Locke	"	. .	984 03
Sarah Smith	"	. .	1050 61
Joseph Garland	"	. .	1800
Abigail Sanborn	"	. .	2100
Jeremiah Cross	"	. .	5500
Jona. Farewell	"	. .	2050
James Cofran	"	. .	350
N. S. Morrison	"	. .	2150
Laurama Gilman	"	. .	2029
"	"	. .	621
J. F. Gilman	"	. .	2300
Thomas Thacher et al.	"	. .	300
James Clark	"	. .	4616 87

The other deeds referred to in said deed are recorded in Belknap registry.

The other deed referred to, recorded Mer. Co. Records, lib. 83, fol. 201, dated Nov. 20, 1846, refers to the following deeds, with the following considerations:

Alice G. Clark	to John Nesmith,	. . .	$300 00
Hudlah Hill	"	. . .	100 00
Mura M. Fellows	"	. . .	1 00
Geo. W. Nesmith	"	. . .	223 00
James L. Peabody et al.	"	. . .	800 00
Jeremiah Tilton	"	. . .	700 00
Same et al.	"	. . .	1328 67
Merrimac Co. Bank	"	. . .	2100 00
James Colburn et al.	"	. . .	480 00

A. O. and L. Hunt, not on this record.

Attest, JAMES FELLOWS,
Register.

MR. HIBBARD.

Dear Sir: I have made the foregoing abstract in accordance with what I suppose you desired by your letter, and trust it is as you wish; if not, please inform me.

Yours, &c.,
JAMES FELLOWS.

(Fee $1 00, which you can remit by mail.)

41. Certificate of N. Edgerly as to Nesmith's Deed.

Belknap County Records. Deed from Asa A. Wiggin and Mason Morse to John Nesmith, conveying land situated in Sanbornton; consideration, four thousand five hundred dollars ($4500).
Recorded, Book 8, page 589.

Deed from Josiah H. Philbrick to John Nesmith, land in Sanbornton; consideration, two hundred dollars ($200).
Recorded, Book 9, page 152.

Deed from Josiah Philbrick to John Nesmith, land in Sanbornton; consideration, two thousand dollars ($2000).
Recorded, Book 9, page 151.

Deed, Alexander H. Tilton and George S. Baker to John Nesmith, land in Sanbornton; consideration, thirteen thousand dollars ($13,000).
Recorded, book 9, page 153.

Belknap County Records, July 6, 1858.

This certifies that the above-named deed, and the consideration named in each of the same, are upon record in this office, in the books and upon the pages as named above.

NATH. EDGERLY,
Register.

42. Deed. John Nesmith to W. L. C. and W. M. Co.

Know all men by these presents that I, John Nesmith, of Lowell, in the county of Middlesex, and commonwealth of Massachusetts, in consideration of seven thousand four hundred sixty and $\frac{67}{100}$ dollars, paid by the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said company, all the right, title, and interest in and to certain parcels of land in the State of New Hampshire, with the buildings and water power conveyed to me by the following described deeds:

Alice G. Clark, dated May 15, 1846; recorded in Merrimac registry, book 82, page 438. Huldah Hill, dated July 22, 1846, and recorded same registry, book 86, page 26. Masa M. Fellows, dated July 17, 1846; recorded same registry, book 80, page 418. George W. Nesmith, dated July 15, 1846, and recorded same registry, book 86, page 6. James L. Peabody and George W. Nesmith, dated July 14, 1846, recorded same registry, book 86, page 25. Jeremiah Tilton, dated July 23, 1846; recorded same registry, book 86, page 44. Jeremiah Tilton and Jeremiah C. Tilton, dated July 23, 1846; recorded same registry, book 86, page 45. Anthony C. and Lucien Hunt, dated about 21, 1846; conveying to me the same premises described in a mortgage deed from said Hunt to John E. Forrest, dated Aug. 8, 1844, and recorded in Belknap records, book 6, page 90. Merrimac County Bank, dated July 14, 1846; recorded in Merrimac records, book 80, page 414. James Colburn, Caleb Merrill, and Esther Lyford, dated July 14, 1846, recorded in Merrimac records, book 86, page 27. The two last described deeds being supposed to convey the same premises conveyed to me by deed of Colburn and others, dated 21 February, 1846, and embraced in my former deed to said company. Also a deed of Jeremiah Tilton, dated July 23, 1846, conveying land in Sanbornton. To have and to hold the above released premises to the said company, their successors and assigns, to their use and behoof forever.

In witness whereof, I, the said Nesmith, together with Harriet, wife of said Nesmith, in token that she relinquishes her right of dower in the premises, have hereunto set our hands and seals, this twentieth day of November, in the year of our Lord eighteen hundred and forty-six.

JOHN NESMITH. [L. S.]
HARRIET NESMITH. [L. S.]

Signed, sealed, and delivered
in presence of us,
H. D. PHELPS,
AGNES L. PARK.

Commonwealth of Massachusetts.

Then personally appeared the above named , and acknowledged the above instrument to be free act and deed.
Before me,

Justice Peace.

Received and recorded December 8, 1846.
Examined.
R. T. LEAVITT,
Register.

Recorded, Merrimac Records, lib. 83, fol. 201. Examined.
A true copy of record.

Attest, JAMES FELLOWS,
Register.

43. W. L. C. and W. M. C. to John Nesmith et al.

Know all men by these presents, that the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, for and in consideration of the sum of seventeen thousand dollars to them in hand, before the delivery hereof, well and truly paid, by John Nesmith, of Lowell, in the county of Middlesex, and State of Massachusetts, Walter Hastings, of Boston, in the county of Suffolk and State aforesaid, George W. Nesmith and Kendall O. Peabody, both of Franklin, in the county of Merrimac, in the State of New Hampshire, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said grantees, to have and to hold to them, in the shares and proportions hereinafter set forth,

The following described lands and tenements, situated in the towns of Franklin and Northfield, in said county of Merrimac, to wit: Also those lands and tenements situated in said towns below the northeasterly line of the lands in said Northfield, which were formerly owned by Jeremiah Cross, and which are hereinafter described and conveyed, and which were conveyed to said John Nesmith by the following grantors, viz.: by Jona. Sanborn and James Garland, by deed dated April 2, 1845, recorded in Merrimac registry, book 82, page 154. Jona. Sanborn, by deed dated April 2d, 1847; recorded in Merrimac registry, book 82, page 149. Abigail Sanborn, dated March 30, 1846; recorded Merrimac registry, book 82, page 150. Joseph Noyes, March 21, 1846; recorded same registry, book 82, page 153. Jeremiah Sanborn, dated April 2, 1846; same registry, book 82, page 152. Jeremiah Sanborn, dated July 11, 1846; book 86, page 2. Samuel Lock, dated July 15, 1846; same registry, book 82, page 536. Sarah Smith, dated July 15, 1846; same registry, book 82, page 539. James Garland, dated July 14, 1846; same registry, book 82, page 540. Abigail Sanborn, July 14, 1846; same registry, book 86, page 5. James Clark, July 14, 1846; same registry, book 86. Jeremiah Cross, dated July 16, 1846; same registry, book 82, page 537. Nathan S. Morrison, dated July 16, 1846; same registry, book 80, page 412. Lurana Gilman, July 17, 1846; same registry, book 83, page 127. Lurana Gilman, dated July 17, 1846; same registry, book 80, page 415. Joseph F. Gilman, dated July 17, 1846; same registry, book 86, page 4. Thomas Thacher and William G. Billings, dated June 15, 1846; same registry, book 80, page 413. James Colburn, Caleb Merrill, and Esther Lyford, dated July 14, 1846; same registry, book 86, page 27; reference

being had to the said deeds for a description of the lands and tenements thereby conveyed, &c., and which lands and tenements were subsequently conveyed by said John Nesmith, to said company, by deed dated September 8, 1846; recorded Merrimac registry, book 83, page 203, to which deed reference is also to be had. Also all the lands and tenements conveyed to the said John Nesmith by the following grantors and deeds, to wit: by Alice G. Clark, by deed dated May 15, 1846; recorded in Merrimac registry, book 82, page 438. Masa M. Fellows, dated July 17, 1846; recorded same registry, book 80, page 418. George W. Nesmith, dated July 15, 1846; recorded same registry, book 86, page 24. James L. Peabody and George W. Nesmith, dated July 14, 1846; recorded same registry, book 86, page 25, reference being had to said deed for a particular description of the premises thereby conveyed, and which premises were, on the 20th day of November, A.D. 1846, conveyed by said John Nesmith to said company, to which deed also reference is to be had. Also all the land, mills, water power, and real estate conveyed to said company by Jacob Trussell, by deed dated October 1st, A.D. 1846; recorded in the Merrimac registry, book 86, page 167, to which deed reference is to be had for a more particular description of said premises.

Also all the premises conveyed by said James Colburn, Caleb Merrill, and Esther Lyford, February 21st, 1846, to said John Nesmith, and to the Merrimac County Bank to said John Nesmith, July 14th, 1846, recorded in Merrimac Registry, book 80, page 414, and which was conveyed by said Nesmith to said company by his deed before mentioned, to which reference is to be had, excepting from this conveyance, the tract of land which have been heretofore conveyed by said company to James L. Peabody, and which are described in the deed from said company to him to which reference is to be had. Also excepting the right this day conveyed to Kendall O. Peabody to maintain a dam below said premises in the manner and to the extent set in his deed, to which reference is to be had. The true intent and meaning of this conveyance being to convey to said grantees all the lands, mills, water power, and real estate, whether hereinbefore described or refered to or not, which *ly* in said towns below the said northeasterly side line of said land bought of Jeremiah Cross, and which are now owned by said company, and no more. Subject, however, to certain leases and contracts made with certain tenants now in possession of certain portions of said premises, it being understood that the rents accruing upon said land are to be apportioned, so that said company shall receive such parts as may accrue before the execution of this deed, and the said grantees shall, as assignees thereof, be entitled to all other rents, covenants, and advantages received or secured to the lessors in and by the said leases.

Excepting and reserving to said company the right and privilege of discharging water over and across the premises hereby conveyed from any dam, pond, or reservoir of said company, above the

same, and the right and privilege of increasing or diminishing the flow of water in the Winnipiseogee river thereby, as said company may deem for their convenience or advantage, subject only to the following conditions, to wit: That by no act or agency of said company shall the quantity of water running in said ever be reduced below two hundred cubic feet in each second of time, where said river flows across said premises.

To have and to hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to the said grantees, their heirs and assigns, in the following shares and proportions, to wit: To the said John Nesmith one undivided half part, to the said Walter Hastings one undivided eighth part thereof, to the said Peabody one undivided quarter part thereof, and to the said George W. Nesmith one undivided eighth part thereof. And the said company does hereby covenant with the said grantees, their heirs and assigns, that said company will warrant and defend the said premises to said grantees, their heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from, or under said company.

In witness whereof they have hereunto set their hands and seals this twenty-ninth day of November, in the year of our Lord eighteen hundred and fifty-one.

THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY,
By their agent, JAMES BELL.

Signed, sealed, and delivered
in presence of
W. WILLARD,
M. B. GOODWIN.

Belknap, *ss.*

November 29th, 1851.

Personally appearing, James Bell acknowledged the foregoing instrument to be the free act and deed of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

Before me,

M. B. GOODWIN,
Justice of the Peace.

Received and recorded December 4th, 1851.

Examined. R. P. LEAVETT,
Register.

Recorded Merrimac Records, lib. 104, fol. 549.

A true copy of record.

Attest, JAMES FELLOWS,
Register.

44. Deed. Kendall O. Peabody to W. L. C. & W. M. Co.

Know all men by these presents, that I, Kendall O. Peabody, of

Franklin, in the county of Merrimac and State of New Hampshire, for and in consideration of the sum of one thousand dollars, to me in hand, before the delivery hereof, well and truly paid, by the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, have remised, released, and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said company and their forever, the right and privilege of discharging water by and through the Winnipiseogee river where said river crosses the land of said Peabody, and land owned by the firm of Peabody & Daniell, and over the dam and mill privileges upon said land, from any dams and reservoirs which the said company have or may have upon said river, and the bays and lakes thereof, and the right and privilege of increasing or diminishing the flow of water in said river thereby, as said company may deem for their convenience or advantage, subject only to the following restrictions, to wit: That by an act or agency of said company shall the quantity of water running in said river ever be reduced below two hundred cubic feet in each second of time. Also the right and privilege in case the said company shall at any time be interrupted or disturbed in the enjoyment of the right above conveyed, to enter upon the lands above mentioned, and to remove not exceeding two feet from the top of the dam above mentioned, in order to reduce the same to its former and lawful height, said dam having been kept at its present height by the consent and permission of said company, and of those from whom they derive title, and without claim of right on the part of said Peabody & Daniell. By the top of said dam is to be understood the top of the flash-boards as heretofore used.

To have and to hold the said remised premises, with all the privileges and appurtenances thereto belonging, to the said company, and their heirs and assigns, forever; and I do hereby covenant with the said company that I will warrant and defend the said premises to the said company, and their heirs and assigns, againstthe lawful claims and demands of any person or persons claiming by, from, or under me.

And I, Betsey A. Peabody, wife of said Kendall O. Peabody, for the consideration aforesaid, do hereby release my right of dower in the premises above mentioned and described.

In witness whereof we have hereunto set our hands and seals this twenty-ninth day of November, in the year of our Lord one thousand eight hundred and fifty-one.

KENDALL O. PEABODY. [L. S.]
BETSEY A. PEABODY. [L. S.]

Signed, sealed, and delivered
in presence of us,
M. B. GOODWIN,
W. WILLARD,
WM. D. LADD,
ELLEN N. PEABODY.

State of New Hampshire, Belknap, *ss.*

November 29th, A.D. 1851.

Personally appearing, the above-named K. O. Peabody, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

M. B. GOODWIN,
Justice of the Peace.

Received, December 8, 1851.
Recorded and examined.
Attest, R. T. LEAVITT,
Register.

Recorded, Merrimac Records, lib. 106, fol. 263.
A true copy of record.
Attest, JAMES FELLOWS,
Register.

45. Deed. W. L. C. and W. M. Co. to Masa H. Mory.

Know all men by these presents, that the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, for and in consideration of the sum of fifteen hundred dollars, to us in hand, before the delivery hereof, well and truly paid, by Masa H. Morey, of Northfield, in the county of Merrimac and State of New Hampshire, Esquire, the receipt whereof we do hereby acknowledge, have given, granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey, and confirm unto the said Masa H. Morey and his heirs and assigns, forever, a certain tract of land, with the mills, buildings, and water power thereon, bounded southerly and easterly by the road leading from Sanbornton bridge to the Methodist Seminary, westerly by the house-lot of Mrs. Haines, northerly by the Winnipiseogee river; together with a triangular piece of land on the southerly side of said road, bounded on land of Isaac Whittier, of Hon. A. P. Cate, lying opposite part of the first-mentioned tract, and containing about one-eighth of an acre. Also another tract of land, also situated in said Northfield, bounded southerly on the road leading from Benj. Hill's house to said Sanbornton bridge, westerly on land occupied by J. S. Wadleigh, northerly by the mill-pond, and easterly by land of Col. James Cofran; all which tracts of land are conveyed to said Morey, subject to the leases of parts thereof made by said company to Mr. Moses Morrill; and the said company are to be entitled to such part of the rent to be paid by said Morrill and by the tenants of other parts of said premises, as may have accrued prior to this day; and this conveyance is also made subject to following reservation and provise, to wit: that said

company shall have the right and privilege of discharging, at their pleasure and whenever they may have occasion, from the lakes, ponds, and reservoirs which they have or which they may at any time have above said granted premises, the water thereof by and across said granted premises, and to retain and hold the water in said lakes, ponds, or reservoirs for that purpose. And it is agreed and understood, that the mill privilege partly upon the premises hereby granted, shall be the right and privilege to said Morey of keeping up the water of the mill-pond hereinbefore mentioned, by the dam above said mills, to the height of the rock heretofore well known and established as the point to which the owners of said mill should have the right of keeping up the water of said pond. And, that the said Morey shall also have, so far as the said company may have the right to convey the same, the right and privilege of keeping up the water in said pond to a point six inches higher than the rock before mentioned, so far as said company are concerned, provided he shall first obtain the consent of Jeremiah Tilton, Esq., and Jeremiah C. Tilton, and provided said company shall not be made responsible either to the present tenants of their own mills at the mill privilege next above that hereby granted upon the river, nor to other owners of real estate for any raising or keeping up the water in said pond above said rock.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him, the said Morey, and his heirs and assigns, to his and their only proper use and benefit, forever. And the said company do hereby covenant, grant, and agree to and with the said Morey and his heirs and assigns, that until the delivery hereof, they are the lawful owners of the said premises, and are seized and possessed thereof in their own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that they and their heirs, executors, and administrators shall and will warrant and defend the same to the said Morey and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

In witness whereof, they have hereunto set their hand and seal, this third day of June, in the year of our Lord, one thousand eight hundred and fifty-three.

THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY,
By their agent, JAMES BELL. [L.S.]

Signed, sealed, and delivered
in presence of us,
C. S. GLIDDEN,
JOHN TILTON.

State of New Hampshire, Belknap, *ss.*

June 3, A.D. 1853.

Personally appearing, the above-named James Bell acknowledged the foregoing instrument to be the voluntary act and deed of said company.

Before me,

JOHN TILTON,
Justice of the Peace.

Received, Nov. 26, 1853.

Recorded and examined.

Attest, PALTIAH BROWN,
Register.

Recorded, Merrimac Records, lib. 117, fol. 388.

A true copy of record.

Attest, JAMES FELLOWS,
Register.

46. Lease. W. L. C. and W. M. Co., to Jeremiah Thorn.

This indenture, made this twelfth day of April, A. D., 1847, witnesseth, That the Winnipiseogee Lake Cotton and Woollen Manufacturing Company do demise and lease unto Jeremiah Thorn, of Franklin, in the county of Merrimac, and State of New Hampshire, said company's undivided half of a certain tract of land in Northfield, in said county, lying on the northerly side of the *of the* saw-mill privilege, at the lower end of the canal on which the Smithville factory stands, and a spot adjacent thereto, on other land of said company, sufficient to set a waste-house upon, together with said company's half of the surplus water not required for the use of said saw-mill, and a right of way to and from said premises, excepting and reserving to the said lessors the control of the water in the Winnipiseogee river, and in all mill-ponds and reservoirs at and above said premises on said river, with the right of holding back and retaining and discharging by and across said demised premises the water thereof at their pleasure, an abatement of the rent, hereinafter mentioned, being made in case said lessee shall be interrupted in the use of said mills thereby.

To have and to hold said demised premises to said lessee for the term of ten years, from April 1st, A. D. 1847, the said lessee yielding and paying therefor the yearly rent of fifteen dollars, by equal quarterly payments, on the first days of January, April, July, and October, in every year during said term. And the said lessee covenants with said lessors, that he will, during said term, pay the said rent, that said lessors may enter to view and to make improvements and repairs of said premises, and that said lessee will peaceably sur-

render up said premises to said lessors at the expiration of said term, provided that if said lessee shall fail to perform either of said covenants on their part to be performed, the said lessors may immediately or at any time thereafter, while said neglect or default continues, enter into and repossess themselves of said premises, without prejudice to any other remedy which said lessors may have for breaches of said covenants.

And said lessors covenant with said lessee, that he, performing the covenants aforesaid, shall peaceably enjoy said premises during said term, and that said lessors will pay the taxes assessed upon said premises, and keep said canal and the dam so far as they are now bound to do so, in repair.

And it is agreed by said parties, that in case the buildings upon said premises, or any part thereof, shall be destroyed by fire, a proportionate abatement of rent shall be made, until the owners of such buildings shall rebuild or repair the same (which they may do at their option).

And the said parties agree each with the other, that all the covenants and agreements herein contained, shall extend to and bind their legal representatives.

In testimony whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year aforesaid.

THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY.
By JAMES BELL, [L. S.]
JEREMIAH THORN. [L. S.]

Signed, sealed, and delivered
in presence of
HANNAH J. THORN.

Belknap, *ss.*

September 10th, 1847.

Personally appearing, James Bell acknowledged the within instrument to the free act and deed of the Winnipiseogee Lake Cotton and Woollen Manufacturing Company.

Before me,
WARREN LOVELL,
Justice of the Peace.

Be it known that I, Jeremiah Thorn, within named, in consideration of one dollar to me paid by Charles Garland and William Lewis, both of Northfield, in the county of Merrimac, and in the State of *State of* New Hampshire, do hereby grant and assign to them the lease within written, and do hereby covenant that I have not done and will not do any act by which said lease may be improved.

And we, the said Charles Garland and William Lewis, agree with said Jeremiah Thorn, that we will pay the rent, and perform the

covenants in said lease, and will indemnify said Jeremiah Thorn against the same.

Witness our hands and seals, the —— day of July, A. D. 1847.

JEREMIAH THORN. [L. S.]
CHARLES GARLAND. [L. S.]
WILLIAM LEWIS. [L. S.]

Signed, sealed and delivered
in presence of
IRA GREELEY,
SARAH L. GREELEY,
SAMUEL FELLOWS.

State of New Hampshire, Merrimac, *ss.*

July 12th, 1847.

The above-named Jeremiah Thorn, Charles Garland, and William Lewis, acknowledge the foregoing instrument to be their voluntary act and deed.

Before me,

IRA GREELEY,
Justice of the Peace.

July 1st, 1847.

Received three dollars and fifty cents for rent to date.

J. BELL.

Received and recorded, March 20th, 1848.

Examined.

GEORGE JONES,
Register.

Recorded Merrimac Records, lib. 93, fol. 189.
A true copy of record. Attest,

JAMES FELLOWS,
Register.

47. Lease. W. L. C. and W. M. Co. to Ebenezer M. Hall.

This indenture, made the twenty-sixth day of May, in the year of our Lord one thousand eight hundred and fifty-two, witnesseth, that the Winnipiseogee Lake Cotton and Woollen Manufacturing Company do hereby lease, demise, and let, unto Ebenezer M. Hall, of Northfield in the county of Merrimack, a certain tract of land, situated in said Northfield, and the right to the use of certain water power, described as follows: bounded westerly by the Winnipiseogee river on the bank thereof; easterly by the track of the Boston, Concord, and Montreal Railroad, and southerly by a line extending from a stake set up by the side of said railroad, about 24 rods from the southwest corner of land of said railroad, to another stake on the bank of said river, about five rods below the foundation of said Hall tannery.

Also the right to draw water from the Tilton and Baker dam (so

called), sufficient to carry two water-wheels for fulling hides, and grinding bark, and filling the vats for said tannery. Excepting and reserving to said lessors the control of the water in the Winnipiseogee river, and in all mill-ponds and reservoirs at and above said premises on said river, with the right either of holding back, or of discharging the same at their pleasure. To hold for the term of ten years from the said twenty-sixth day of May, which term shall be extended for a further period of six years, unless said lessors shall at their option elect to pay for the buildings and improvements made by said Hall upon said premises at the end of the said period of ten years, the said Hall yielding and paying therefor the rent of thirty dollars by the year. And said lessee shall have the right, if said lease is extended as aforesaid, to remove the said buildings from the said land at the expiration of the said sixteen years.

And the said lessee promise to pay the said rent at the expiration of each year, provided, however, if the said lessee shall be interrupted in the use of said water power by the acts of said company, a fair and reasonable abatement shall be made from said rent, and to quit and deliver up the premises to the lessor or his attorney, peaceably and quietly, at the end of the term, in as good order and condition, reasonable use and wearing thereof, fire and other unavoidable casualties excepted, as the same now are or may be put into by the said lessor, and to pay the rent as above stated, and that the lessor may enter to view, and make improvements, and to expel the lessee if he shall fail to pay the rent and taxes as aforesaid, or make or suffer any strip or waste thereof.

THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY,
By their agent,
JAMES BELL. [L. S.]
EBENEZER M. HALL. [L. S.]

Signed, sealed, and delivered
in presence of us,
JOSIAH C. PHILBROOK,
M. H. MOREY.

Belknap, *ss.*

May 26, 1852.

Personally appearing, James Bell acknowledged the foregoing instrument to be the free act and deed of the within mentioned company.

Before me,
JOSIAH C. PHILBROOK,
Justice of the Peace.

State of Illinois, County of Kane, *ss.*

Personally appearing, the within named Ebenezer M. Hall, acknowledged the foregoing instrument to be the free act and deed as within set forth.

Before me,

A. R. McWAYNE,
Justice of the Peace for the County of Kane.

Dated January 12, 1857.

State of Illinois, County of Kane, *ss.*

Clerk of the Court of Kane Office, January 12, A. D. 1857.

The above-named A. R. McWayne, is a justice of the peace in and for the county of Kane, and State of Illinois aforesaid, duly qaalified, and his signature as such is genuine.

In testimony whereof, I have hereunto set the seal of the Court of Kane county, in and for said county of Kane, and State of Illinois aforesaid.

[COUNTY COURT SEAL, KANE GENEVA, ILL. COURT.]

JAMES HARRINGTON,
Clerk of said Court.

Be it known that I, Ebenezer M. Hall, within named, in consideration of two hundred dollars to me paid, by Thomas Chase, of Northfield, in the county of Merrimack and State of New Hampshire, Esquire, do hereby grant and assign to him the lease within written, and do hereby covenant that I have not done and will not do any act by which said Chase may be impaired.

To have and to hold the said leased premises to him the said Chase, his heirs and assigns, for the term within written. And I, said Thomas Chase, agree with said Ebenezer M. Hall, that I will pay the rents and perform the covenants in said lease, and will indemnify said Ebenezer Hall against the same.

Witness our hand and seal, this thirteenth day of September, A. D. 1852.

EBENEZER M. HALL. [L. S.]
THOMAS CHASE. [L. S.]

Signed, sealed, and delivered
in presence of us,
W. D. Barry,
A. H. Barry,
Witnesses to E. M. Hall.
Reuben Philbrick and
B. M. Colby,
To Chase.

State of New Hampshire, Belknap, *ss.*

November 13, A. D. 1856.

Personally appeared the above-named Thomas Chase, and acknowledged the foregoing instrument to be by him signed, and his free act and deed as set forth therein.

Before me,

B. M. COLBY,
Justice of the Peace.

State of Illinois, County of Kane, *ss.*

January 12, 1857.

Personally appearing, the above-named Ebenezer M. Hall acknowledged the foregoing instrument by him signed to be his free act and deed as witness set forth.

Before me,

A. R. McWAYNE,
Justice of the Peace.

State of Illinois, Kane County, *ss.*

Clerk of the County Court Office, January 12, A. D. 1857.

The above-named A. R. McWayne, is a justice of the peace in and for said county of Kane, and State of Illinois aforesaid, duly qualified, and his signature as such is genuine.

In witness whereof, I have hereunto set the seal of the County Court of Kane County, and State of Illinois aforesaid.

JAMES HARRINGTON,
Clerk of the Court of Kane County.

Received and recorded February 3d, 1857.

Examined.

JAMES FELLOWS,
Register.

Recorded, Merrimack Records, lib. 135, fol. 135.

A true copy of record.

Attest,

JAMES FELLOWS,
Register.

48. Agreement. Daniel K. Smith with W. L. C. and W. M. Co.

This indenture, made this twenty-fourth day of January, A. D. 1852, by and between Daniel K. Smith, of Gilford, in the county of Belknap, in the State of New Hampshire, gentleman, of the one part, and the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, of the other part:

Witnesseth, that the said Smith, for and in consideration of the sum of six hundred dollars, to him paid by said company, doth release, remise, and forever quitclaim unto the said company, their successors and assigns, all the pine, hemlock, spruce, and *barch* trees standing and being upon the following tract of land, to wit: beginning at the brook called Black brook, crossing the road leading from the said Smith's house to the Weirs in said Gilford, and running northwesterly on said road to land of Winborne A. Sanborn, thence southerly on said Sanborn's land to a hemlock tree this day spotted, thence southeasterly by a line of trees this day spotted to the brook aforesaid, thence northerly by said brook to the road aforesaid; said tract of land being included within these bounds and said trees are to be taken off at any time within three years from the date of this instrument, and the said Smith, for himself, his heirs and assigns, doth covenant and agree to and with said company, their successors and assigns, and he doth hereby remise, release, and forever quitclaim to said company the right, power, and privilege at all times hereafter to maintain, keep up, and continue the water in the bay commonly called Long bay, above their dam at Lake village, to a mark made and a nail driven into the top of a plank in the dam erected at Lake village by said company and Stephen C. Lyford, in the A. D. 1829, and a mark to be made on a level with said nail on a large rock in the river, above said dam and near a point of land called Gale's point; said mark on said rock is to be a hole drilled and filled with an iron bolt; and the said Smith, for himself, his heirs and assigns, doth hereby release and quitclaim to said company and their successors full liberty at any time to draw the waters of the said bay and of the lake from whence the waters flow into said Long bay, four feet below said mark and no more, and the waters to raise again by their dam at said Lake village, without any let, hindrance or molestation on the part of said Smith, his heirs or assigns, and the said Smith doth hereby release, discharge and acquit said company from all demands for damages for keeping up their said dam across the river flowing out of said lake or flowing the lands of his situate in said Gilford, or in any other town or place whatsoever.

And the said company agree, promise, and covenant to and with said Smith, his heirs and assigns, that they will well and truly pay said six hundred dollars, that they will keep said water within said marks, and will not claim the right or exercise it, to keep said water above said marks, and if it should at any time happen that said waters arise above said marks, they and their successors and assigns will immediately open all their waste-gates, being forty-four feet wide and ten feet below said marks, and will keep them open or up until the waters shall fall to or below the marks aforesaid, and the said company and their successors and assigns will at all times use all reasonable means to keep and fully observe all the covenants and

agreements on their part to be kept and observed, in the foregoing instrument.

In witness whereof the said parties have hereunto interchangeably set their hands and seals, the day and date aforesaid.

DANIEL K. SMITH. [SEAL.]
THE WINNIPISEOGEE LAKE COTTON AND WOOLLEN MANUFACTURING COMPANY,
By their agent,
JAMES BELL. [SEAL.]

Signed, sealed, and delivered
in *in* presence of
H. A. BELLOWS,
S. S. LYFORD.

Belknap, *ss.*

January 12th, 1852.

Personally appearing, Daniel K. Smith acknowledged the above instrument by him subscribed to be his free act and deed.

Before me,
STEPHEN C. LYFORD,
Justice of the Peace.

Received, March 6th, 1854, 5 P.M.
Examined by
NATHANIEL EDGERLY,
Recorder.

Belknap County Records, book 22, pages 481 and 482.
A true copy; examined by
NATHANIEL EDGERLY,
Recorder.

49. Statement of Consideration to Conveyances to Lake Company in Belknap County.

Belknap County Records.

Book 3, page 465. Warranty deed, Joseph Libbey to W. L. C. and W. M'g Company, consideration $75, land on the bay in Gilford, for flowage; dated Nov. 11, 1842.

Book 5, page 201. Warranty deed from James Gordon to said company, consideration $31, land in Meredith near the Wiers et als. at the head of Great cove on Long bay, for flowage; dated Oct. 12, 1843.

Book 7, page 304. Wm. T. Sargent, deed to said company, consideration $10, land in Meredith, flowage; dated June 14, 1845.

Book 7, page 305. John Smith's deed to said company, consideration $10 50, land in Meredith, flowage; dated June 14, 1845.

Book 7, page 306. Nicholas' deed to said company, consideration $4, land in Meredith, flowage; dated June 14, 1845.

Book 7, page 307. Noah Robinson's deed to said company, consideration $10, land in Meredith, flowage; dated June 14, 1845.

Book 7, page 308. Joseph Roberts' deed to said company, consideration $7, land in Meredith, flowage; dated June 14, 1845.

Book 7, page 337. Jacob Rowell's deed to said company, consideration $10, land in Gilford, flowage; dated July 30, 1845.

Book 7, page 338. Thomas J. Plumer's deed to said company, consideration $30, land in Gilford, flowage; dated July 30, 1845.

Book 7, page 385. L. B. Fellows' deed to said company, consideration $1, land in Meredith and Gilford, flowage; dated Aug. 20, 1845.

Book 7, page 386. Elihu Davis' deed to said company, consideration $20 and one piece of cotton sheeting, land in Meredith, flowage; dated Aug. 20, 1845.

Book 7, page 387. Benj. T. Libbey's deed to said company, consideration $50, land in Gilford, flowage; dated Aug. 21, 1845.

Book 7, page 388. Benj. Merrill's deed to said company, consideration $17 50, dated Aug 12, 1845, land in Gilford, flowage.

Book 7, page 393. Augustus Doe's deed to said company, consideration $35, land in Meredith, flowage; dated Aug. 12, 1845.

Book 7, page 394. Nathaniel Folsom's deed to said company, consideration $88 97, land in Gilford, flowage; dated Aug. 21, 1845.

Book 7, page 395. Thos. Sewall's deed to said company, consideration $2, land in Gilford, on Long bay, flowage; dated Aug. 21, 1845.

Book 9, page 229. Saml. Lawrence's deed to said company, consideration $28 25, land probably near Union bridge, in Sanbornton lands, mills, water power, &c.; dated Sept. 8, 1846.

Book 9, page 230. John Nesmith's deed to said company, consideration $54,658$\frac{50}{100}$, lands and property in Belknap county and Merrimack county, conveyed by various persons to said Nesmith; dated Sept. 8, 1846.

Book 9, page 294. Joseph P. Pitman's deed to said company, consideration $400, land in Meredith, adjoining Stephen Gale's store lot, and land of others; dated Sept. 17, 1846.

Book 9, page 323. Zenas Clement's deed to said company, consideration $5,000, land in Sanbornton, and water power with right to continue the same, &c.; dated Sept. 30, 1846.

Book 9, page 465. Land in Belknap county (probably at Lake village), embracing lands, mills, water power, &c., consideration $100,000, Abbott Lawrence's deed to said company; dated Sept. 7, 1846.

Book 10, page 276. Moses Morrill's deed to said company, consideration $50, land situate between Tilton's dam and Wo. Hancock's land; dated Jany. 9, 1847.

Book 10, page 591. Thos. Sewall's deed to said company, consideration $250, right to flow, homestead farm; dated Aug. 4, 1847.

Book 12, page 41. Warren L. Hill's deed to said company, consideration $100, land in Northfield; dated Feb. 21, 1848.

Book 12, page 355. John E. Little's deed to said company, consideration $150, land in Meredith, near Little's stable; dated April 4, 1848.

Book 12, page 418. Amos A. Lawrence's deed to said company, consideration $10,000, land in Gilford and Meredith at one lot of Winnipiseogee lake; dated May 7, 1847.

Book 13, page 327. John E. Little's deed to said company, consideration $115\frac{23}{100}$, land and passage-way in Meredith, adjoining said company's land; dated Jany. 6, 1849.

Book 15, page 85. Henry and Hiram Tibbett's deed to said company, consideration $300, of shore land, right of flowage; dated Dec. 8, 1849.

Book 15, page 285. Napoleon B. Atkinson's deed to said company, consideration $75, right to raise the water in Winnipiseogee river; dated Jan. 9, 1850.

Book 15, page 311. Nathan Crosby's deed to said company, consideration $3600, Perley property.

Book 15, page 312. Nathan Crosby's deed to said company, consideration $3000, Pearson property in Gilmanton and Sanbornton; dated Feb. 20, 1850.

Book 17, page 201. Aaron Hill's deed to said company, consideration $100, right to flow land in Sanbornton; dated Aug. 22, 1850.

Book 18, page 384. Abigail H. Tilton's deed to said company, consideration $400, one-fourth of an acre of land at Union bridge, in Sanbornton, adjoining the river; dated Dec. 12, 1851.

Book 20, page 294. Charles Hibbard and Jos. W. Robinson's deed to said company, consideration $30, land in Gilford, flowage; dated Aug. 18, 1849.

Book 20, page 303. Noah S. Clark's deed to said company, consideration $25, land in Gilford, flowage; dated Jany. 31, 1850.

Book 21, page 500. Hannah Durgin's deed to said company, consideration $230, land in Gilmanton, right to flow; dated Aug. 24, 1853.

Book 21, pages 551 and 552. John L. Perley's deed to said company, consideration $13,000, property in Sanbornton and Gilmanton, near Union bridge; dated Sept. 26, 1853.

Book 22, page, 93. Benj. and Daniel Morrill's deed to said company, consideration $300, flowage of land in Gilmanton; dated Nov. 14, 1853.

Book 23, page 300. Lemuel Clark et al. deed to said company, consideration $160, right to flow land in Sanbornton; dated Sept. 22, 1853.

Book 24, page 535. Isaac Whittier and Wm. Jones' deed to said company, consideration $75, one-quarter acre land in Sanbornton, adjoining the river; dated Feb. 17, 1855.

Book 25, page 233. Land in Sanbornton and right to flow, from B. T. Brown, consideration $275, and running to said company; dated June 6, 1855.

Book 26, page 34. Joseph Ela's deed to said company, consideration $1000, right to flow his own land and rights of others which he bought; dated Nov. 12, 1855.

Book 27, page 186. Hannah B. Clark's deed to said company, consideration $25, right to flow her land; dated May 12, 1856.

Book 27, page 243. Burnham Gline's deed to said company, consideration $100, right to flow at Great Squam lake; dated May 30, 1856.

Book 27, page 288. Isaac Whittier's deed to said company, consideration $1000, land in Sanbornton, adjoining the river; dated June 21, 1856.

Book 27, page 515. Ebenezer Kiniston's deed to said company, consideration $140, flowage of land in Sanbornton; dated Sept. 20, 1856.

Book 27, page 538. Dearborn Sanborn's deed to said company, consideration $112, flowage of land in Sanbornton; dated Sept. 22, 1856.

Book 28, page 108. Nathaniel Veazey's deed to said company, consideration $150, land at Lake village, in Laconia; dated Dec. 2, 1856.

Book 29, page 516. Wm. Walker, jr.'s deed to said company, consideration $1000, land in Gilford; dated Oct. 6, 1857.

50. Statement of Consideration to Conveyances from Lake Company, in Belknap County.

Book 2, page 24. Old deed.

Book 5, page 190. Old deed.

Book 7, pages 561–564. From company to Abbott Lawrence, and subsequent pages show deeds from Pingree to Lawrence. This shows how Lawrence got title, consideration of deed from company, $30,000, from Pingree $20,000, and $1,000.

Book 8, page 573. Old deed.

Book 12, page 60. To H. O. Haywood, lot in Meredith, $160; Feb. 7, '48.

Book 14, page 516. To Chs. Ranlet, lease; Sept. 5, '48. Get c'py p'aps.

Book 15, page 355. To Andrew Picking, consideration $175, lot at Lake village; Feb. 10, '48.

Book 15, page 356. To same man, consideration $275, house lot; Aug. 6, '49.

Book 16, page 115. To Chester Preston, consideration $100, house lot; June 29, '50.

Book 16, page 169. To Moses Sargent, and H. O. Haywood, lease of factory; July 27, '50. Get copy, perhaps.

Book 16, page 185. To S. W. Sanders, consideration $75, land near stable, probably; Aug. 2, '50.

Book 17, page 5. To Chester Preston, consideration $125, house lot; Aug. 16, '50.

Book 17, page 6. To Simon S. Oakes, consideration $125, house lot; Feb. 11, '51.

Book 17, page 99. To John Prescott, consideration $100, house lot; Oct. 4, '50.

Book 17, page 142. To Chester Preston, $115, house lot; March 27, '51.

Book 17, page 335. To James Gordon, $250, land at Lake village; April 29, '51.

Book 18, page 27. To John P. Small, $340, house lots, reserving right to flow; July 31, '51.

Book 18, page 79. To John Webster, $125, house lots; April 22, '51.

Book 18, page 123. To Sally A. Thompson, wife of John, $250, lot of land, L. V.; Oct. 7, '51.

Book 19, pages 51 and 52. To railroad, $1, right to put railroad over company's land, and conveyances of several pieces of land; March 13, '52.

Book 19, page 163. To John Smith, $200, house lot at Lake village; March 26, '52.

Book 19, page 189. To Dennis G. Drake, $125, house lot; April 12, '52.

Book 19, page 223. To Geo. W. Young, $250, two lots; January 24, '50.

Book 19, page 238. To Sanbornton School District, No. 4, $65, small piece in Sanbornton; May 21, '51.

Book 19, page 321. To Oliver Goss, $250, house lot; May 25, '52.

Book 19, page 322. To Horace True, $125, house lot; October 20, '51.

Book 19, page 341. To Benj. H. Whittier, $800, four lots; Oct. 1, '51.

Book 19, page 399. To Josiah F. Robey, $1000, house and lot; June 1, '52.

Book 19, page 418. To Orrin and Horace Bugbee, $1000, store and land; May 26, '52.

Book 20, page 149. To Daniel C. Webster and J. Aldrich, jr., 150, house lot; Nov. 4, '52.

Book 20, page 212. To John Davis, 2d et als., $1, strip of land; Nov. 22, '52.

Book 20, pages 213 and 214. To Coles & Davis, $1200, land at Lake vill.; Nov. 23, '52.

Book 20, page 292. To Danl. K. Prescott, $33, strip of land; Dec. 11, '52.

Book 20, page 378. To Jerh. Cross, $57 38, land in Sanbornton; Feb. 1, '53,

Book 20, page 405. To D. G. Drake, $120, house lot; May 15, '52.

Book 20, page 416. To Chester Preston, $113, house lot; Nov. 13, '52.

Book 20, page 429. To M. W. Blaisdell, $57, house lot; Feb. 7, '53.

Book 20, page 556. To Jos. T. Gilman, $15, small piece; July 27, '50.

Book 20, page 576. To Railroad, $, right to draw water; Feb. 2, '53.

Book 21, page 40. To E. B. & S. W. Prescott, $700, land at Lake vill., reserving right to raise and lower water to any extent; Nov. 29, '52.

Book 21, page 105. To Harrison Messer, $260, land near Cerro Gordo house, reserving the canal and right to deepen and widen the same, not exceeding eight feet beyond its present width, and to float logs and timber down the same; March 4, '53.

Book 21, page 285. To John L. Thing, $250, house lot; June 4, '53.

Book 21, page 328. To Danl. R. Taylor, $351, house lot; June 11, '53.

Book 21, page 363. To George J. Dole, $225, house lot; June 22, '53.

Book 21, page 392. To A. W. Sanders, $167 50, house lot; July 18, '53.

Book 20, page 434. To B. J. Cole, $2820, about 28 acres at L. V., reserving flowage, &c.; April 9, '53.

Book 21, page 555. To Isaac Colby, $55, house lot; April 14, '53.

Book 21, page 568. To John L. Perly, $1000, land at Union bridge; Sept 26, '53.

Book 21, page 600. To Mary Prescott, $50, house lot; April 14, '53.

Book 22, page 153. To Aaron G. Young, $450, house lots; Dec. 3, '53.

Book 22, page 222. To Plumer M. Davis, $950, land at L. V., reserving the right to flow; Jan. 5, '54.

Book 22, page 239. To Orrin Bugbee, $325, land at L. V.; Aug. 2, '53.

Book 22, page 240. To Saml. Gilman, 4th, $60, lot of land, reserving right to flow; June 4, '53.

Book 22, page 306. To Nath. Veazey, $325, lot of land; Nov. 21, '53.

Book 22, page 316. To Ezekiel True, $398, house lots; Jan. 15, '53.

Book 22, page 352. To Moses S. Trumbull, $112, house lot; Nov. 21, '53.

Book 22, page 525. To Coles & Davis, right to draw water at $150 per year; Dec. 52.

Book 22, page 562. To Edward R. Carleton, $150, house lot, reserving flowage; April 3, '54.

Book 23, page 50. To Oliver Goss, $140, land at L. V.; April 21, '54.

Book 23, page 196. To Jas. T. Gordon, $175, land at L. V.; May 29, '54.

Book 23, page 203. To J. & J. P. Lane, $543 75, land at L. V.; June 2, 54.

Book 23, page 253. To Jas. H. Plumer, 345, house lot; June 22, '54.

Book 23, page 368. To Nathl. Veazey, $256, at L. V.; Aug. 18, '54.

Book 23, page 439. To Eleaz. Davis, $300, land at L. V., reserving flowage; Nov. 2, '53.

Book 24, page 85. To Benj. H. Whittier, $438, land at L. V.; Dec. 16, '53.

Book 24, page 116. To Geo. J. Dole, $100, quitclaim of house and land; Nov. 21, '54.

Book 25, page 212. To Jas. P. Tilton, $627, land in Sanbornton, reserving right to flow; Dec. 6, '54.

Book 25, page 342. To Alice Veasey, $52 50, small piece; June 25, '55.

Book 25, page 586. J. A. Knowles, $225, land at L. V.; Sept. 24, '55.

Book 26, page 33. To B. H. Whittier; May 27, '39.

Book 26, page 47. Old deed.

Book 26, pages 50 and 51. To B. F. Whittier, $1100, several lots; May 27, '53.

Book 26, page 65. To John Houston, $750, land at L. V.; Nov. 9, '55.

Book 26, page 212. To Chester Preston, $625, land at L. V.; June 16, '55.

Book 26, page 306. To A. G. Young, $130, land at L. V.; Oct. 24, '55.

Book 27, page 88. To Sargent & Lougee, $26, tavern stand; April 23, '55.

Book 27, page 232. To Francis L. Percival, house lot; June 5, '56.

Book 27, page 299. To A. J. & G. H. Prescott, $1245 31, land at L. V.; May 13, '56.

Book 27, page 410. To Anna Huntress, $52 50; June 25, '55.

Book 27, page 579. To Coles & Davis, 125, small piece; March 25, '52.

Book 28, page 26. To S. K. Baldwin, $125, land at L. V.; Sept. 15, '56.

Book 28, page 75. To Thos. Ham, $1200, house and land; Dec. 1, '56.

Book 28, page 370. To J. M. Murick, $125, land at U. bridge; Oct. 23, '56.

Book 29, pages 205 and 206. To Alex. H. Tilton, $10, deed and agreement as to water; Dec. 4, '56.

Book 29, page 546. To E. C. Haserick, house lot, $200; May 19, '56.

Book 29, page 599. To Jerh. Marston, $224, land at L. V.; May 15, '56.

Book 30, page 19. To Jerh. Marston, $103, land at L. V.: Oct. 1, '57.

51. Statement of Consideration to Conveyances in Merrimack County.

Statement of all the conveyances to W. L. C. & W. M. C., recorded in Merrimack County, down to January 1, 1858, as shown by copies in possession of the plaintiff.

Book 83, page 203. From John Nesmith, Sept. 8, '46, consideration $54,658 50, land in Merrimack and Belknap counties, mostly at Franklin and Sanbornton bridge (referred to in John Nesmith's deposition).

Book 86, page 163. From Zenas Clement, Sept. 30, '46, consideration $10,000 00, land at Sanbornton bridge, in Northfield.

Book 85, page 2. From Sally Holmes, Sept. 30, '46, consideration $5 00, right of dower.

Book 86, page 167. Jacob Trussell, Oct. 1, '46, consideration $6000 00, land at Franklin.

Book 83, page 22. Josiah B. French, Oct. 5, '46, consideration $3000 00, land in Northfield.

Book 83, page 201. From John Nesmith, Nov. 20, '46, consideration $7462 67, land in Merrimack county (referred to in John Nesmith's deposition).

Book 85, page 388. John L. Perley, Dec. 3, '46, consideration $20 00, right to remove obstructions.

Book 88, page 260. Moses Carr, Dec. 24, '46, consideration $125 00, land in Northfield.

Book 101, page 492. John Hill, October 4, '49, consideration $275 00, right to flow land in Northfield.

Book 99, page 358. Henry & Hiram Tebbitts, Dec. 8, '49, consideration $300 00, shore land below high-water mark in Northfield.

Book 106, page 263. Kendall O. Peabody, Nov. 29, '51, consideration $1000 00, right to flow land on Winnipiseogee river, probably all in Franklin and Northfield.

Statement of all the conveyances from the company, recorded in Merrimack county, down to January 1, '58, as shown by copies.

Book 99, page 421. To Richard S. Rust, Feb. 21, '48, consideration $150, land in Northfield, at Sanbornton bridge, reserving five rods all the way on the shore of the river.

Book 99, page 433. To Asa P. Cate, Oct. 18, '49, $375 00, land in Northfield at Sanbornton bridge.

Book 104, page 549. To John Nesmith and others, Nov. 29, 51, $17,000 00, land in Franklin and Northfield (referred to in John Nesmith's deposition).

Book 105, page 344. To James L. Peabody, May 8, '51, $287 50, land in Franklin.

Book 105, page 344. To Ellis Fisher, May 8, '51, $37 50, land in Franklin.

Book 106, page 257. To K. O. Peabody, Nov. 9, '51, $1000 00, right to keep the water up at Franklin.

Book 117, page 388. To Masa H. Morey, June 3, '53, $1500, land at Sanbornton bridge.

Book 121, page 147. Ebenezer M. Hall, Feb. 9, '54, $100, land in Northfield.

Book 123, page 38. To the Franklin mills, Dec. 13, '53, $100 00, land in Northfield.

Book 123, page 315. To Jeremiah Tilton, Dec. 26, '53, $25 00 right of way, and small piece of land at Sanbornton bridge.

Book 126, page 78. To Obadiah E. Durgin, Nov. 4, '54, $150, small piece of land in Northfield, reserving right to flow.

Book 127, page 76. To Asa P. Cate, Sept. 12, '54, $100 00, land in Northfield at Sanbornton bridge.

Book 133, page 124. To N. H. Conference Seminary, May 31, '56, $1000 00, land in Northfield.

Book 137, page 65. To Persis A. Morey and others, May 16, '57, $600, land at Sanbornton bridge.

Bond.

Know all men by these presents, that we, John A. Parker, as principal, and Benjamin Parker, as surety, are holden and bound unto the Winnipiseogee Lake Cotton and Woollen Manufacturing Company, in the penal sum of five hundred dollars, to be paid to the said company on demand.

In testimony whereof, we have hereto set our hands and seals, on this twenty-ninth day of August, in the year of our Lord one thousand eight hundred and sixty.

The condition of the above-written obligation is such, that where-

as, lately, at a Circuit Court, holden at Portsmouth, within and for the District of New Hampshire, in a suit in equity, wherein the said Parker was the complainant and the said company were the respondents, a decree has been entered against the said Parker, who has claimed an appeal to the Supreme Court of the United States, to be holden at Washington on the first Monday of December next.

Now, if the said Parker shall only enter his said appeal, and prosecute the same with effect, and shall pay all costs which may be decreed against him by the said Supreme Court, then the above obligation shall be void, otherwise to remain in full force.

JOHN A. PARKER. [L. S.]

Witness to the signature of
John A. Parker,
WM. T. LOCKWOOD,
Notary Public.

BENJAMIN PARKER. [L. S.]

MATTHEW HARVEY,
Witness to signing of
Benjamin Parker.

I, Albert R. Hatch, clerk of the Circuit Court of the United States for the District of New Hampshire, do certify, that the foregoing are true copies of the record, depositions, exhibits, and all proceedings in the suit in equity lately pending in said court, wherein John A. Parker was complainant, and the Winnipiseogee Lake Cotton and Woollen Manufacturing Company were defendants.

Witness my hand and the seal of the said Circuit Court, at Portsmouth, in said district, this twenty-seventh day of October, A. D. 1860.

[SEAL.]

ALBERT R. HATCH,
Clerk.

1939